Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CONTENTS.

VOL. XXXV., No. 19.

The Solicitors' Journal and Reporter.

LONDON, MARCH 7, 1891.

CURRENT TOPICS.

WE UNDERSTAND that a deputation, consisting of representatives of the Incorporated Law Society and the provincial law societies, had an interview on Thursday with the Lord Chancellor and the Chancellor of the Exchequer, who has charge of the Public Trustee Bill in the House of Commons. The provincial law societies are entirely opposed to the Bill as unnecessary and objectionable. The opinion of the Incorporated Law Society is to the effect that, if the Bill becomes law, it will result in the establishment of a central office for the administration and execution under public officials of private estates and private trusts, which would add considerably to the expenses of trusts, and surround their administration with the routine and delays inseparably connected with a Government office. The council doubt, having regard to the Trustee Act, 1868, and the Trust Investment Act, 1889, whether a public trustee is required. The reasons against the Bill were stated to the Chancellor of the Exchequer and the Lord Chancellor by the president and vice-president of the Incorporated Law Society and the representatives of the provincial law societies. The Chancellor of the Exchequer stated in reply that he would endeavour to meet the views of the profession, as far as possible, by means of amendments in the Bill, which for that purpose will be referred to the Standing Committee on Law as soon as it has been read a second time.

WE REJOICE to find that the warnings we have persistently given as to the probable effect to the profession of the passing of the Public Trustee Bill have not been disregarded. We remarked, towards the close of last year, that we did not think that the profession were awake to the results of the introduction of officialism into the administration of trust estates; that there was a tendency (encouraged, we feared, by the connection of the profession with the trustee companies) to regard with indifference, or perhaps with favour, the establishment of a public trustee. We are glad to say that by this time the country solicitors are fully alive to the evils likely to result from the passing of the Bill. The Associated Provincial Law Societies (now, as usually, the representative body first leading the way in practical action) convened a meeting on the question, and, as above announced, a deputation from that body and the Incorporated Law Society waited on the Lord Chancellor and the Chancellor of the Exchequer on Thursday last. We are aware that, by the action of the Council of the Incorporated Law Society, a clause was inserted in last year's Bill enabling a testator or settlor to direct the employment of any particular solicitor, and providing that the public trustee "may," in

certain cases, employ the solicitor who has been ordinarily employed in matters connected with the trust. We do not think, however, that the profession should be left to trust to the exercise of this discretion by an officer whose efforts will be naturally devoted to making his office pay by transacting the whole business within its walls. And, independently of this, we agree with the Associated Societies, that the proposal for the establishment of a public trustee is unnecessary and objectionable; likely to increase the expense of administering trusts, and certain to add to the delay in winding them up. It must be borne in mind, however, that strenuous efforts will be necessary if the Bill, as a whole, is to be resisted. There is a rather widespread impression among legislators and others who have at various times either come within reach of Lord Justice KAY's lash, or otherwise suffered in pocket from their position as trustees, that some provision should be made to relieve relatives from the moral obligation which at present exists of becoming trustees. They do not consider the evils of administration by a public trustee, but are disposed to favour any proposal which will relieve them from the duty of trustee. The first thing to be done is to lay before these persons a clear statement of the results likely to ensue from the adoption of the Government proposals.

WE QUESTION whether the Government were wise in opposing the second reading of Mr. BOLTON's Bill to amend section 14 of the Conveyancing Act, 1881. It is one thing to object to the alteration of contracts which was involved in the passing of that section; it is another to resist the proposal to extend the alteration to cases which sometimes involve considerable hardship. It is no doubt easy to shew that Mr. BOLTON's proposals are not an extension of the principle of section 14, but a procedure on fresh lines. The principle of section 14 is, we take it, that forfeiture under the proviso for re-entry in leases shall not be enforced where the actual damage to the landlord resulting from the breach of covenant or act specified in the proviso can be, and is, remedied and compensated. That principle, by the way, was not, as Sir HORACE DAVEY, by a curious slip, is reported to have said, "the first attempt of legislation to introduce into jurisprudence the power of courts of equity to relieve from forfeiture in leases," but it was a long stride in advance of the previous provisions for that purpose. The exceptions in sub-section (6) were probably introduced because, in the cases there specified, the damage to the landlord was incapable of being estimated; and, indeed, it is difficult to see how the damage which may result to a landlord from the substitution of a tenant without his consent is to be estimated beforehand, or how the damage resulting from a refusal to permit the lessor of a mine to inspect the books, &c., or workings can be assessed. But although the principle of section 14 does not logically involve the extension of relief to the excepted cases, it is impossible to persuade people that there is not a certain absurdity in granting relief against a forfeiture for breach of a covenant to repair and denying relief against a forfeiture for breach of a covenant not to assign without licence, or that it is just that on the bankruptcy of the lessee the creditors should lose the benefit of a valuable lease. The better plan would have been to have permitted the Bill to be read a second time with an intimation that extensive alterations would be required in committee. As regards mining leases, sufficient security for the performance of the covenants mentioned in sub-section 6 of section 14 would be obtained by enabling the court to grant a mandatory injunction on the application of the landlord; and as regards the covenant against assignment or underletting, the insertion of a provision throwing on the tenant who assigns or underlets without licence the *onus* of satisfying the court that his assignee or underlessee is a substantial person, and of paying the costs of the proceedings in any event, would probably be a sufficient security for the performance of the covenant.

THE HOUSE OF LORDS, by a majority of six to two, have reversed the judgment of the Court of Appeal, and also that of CHARLES, J., in the case of *Vagliano Brothers* v. *The Bank of England* (37 W. R. 640). The case, it will be remembered, was argued before the full Court of Appeal, with the result that judgment was given in favour of the plaintiffs, the Master of the Rolls being the only dissentient. This was upon the ground that PETRIDI & Co., whose names were forged as the payees of the bills of exchange, were not fictitious persons within section 7, sub-section (3), of the Bills of Exchange Act, 1882, and that the bills were not, therefore, as contended by the bank, payable to bearer. In support of this it was pointed out that, inasmuch as the Act only pretended to codify the law, that enactment must be construed with reference to the previous law, and hence the introduction of the name of a fictitious payee only made the bill payable to bearer as against persons who knew of the fiction. In the present case PETRIDI & Co. were real persons, but VAGLIANO BROTHERS did not know of the manner in which their name had been used. The bills being thus, in the usual way, payable to order, the bank were liable for paying on a forged indorsement, and it was held that, although GLYKA, who committed the frauds, was the plaintiffs' servant, and although the mode in which they conducted their business gave facilities for the frauds, yet there was no negligence on their part so directly contributing to the loss as to displace the *prima facie* liability of the bank. In the House of Lords the judgments most similar to this were given by Lords BRAMWELL and FIELD, but they boldly adopted the view that, as the payees were real persons who could be identified, they were in no sense fictitious. Moreover, the large payments made by the bank over the counter were most unusual, and indicated gross carelessness. Consequently VAGLIANO BROTHERS, in their opinion, were, as had been previously held, entitled to recover. The judgments of the majority of the House seem to be based pretty evenly on disapprobation of the conduct of VAGLIANO BROTHERS, on the ordinary course of banking business, which accepts the risks only of genuine bills, and precludes minute enquiries, and on the view that the payees were fictitious persons within the statute. The three former grounds were taken up chiefly by the Lord Chancellor and Lords SELBORNE and WATSON. They thought that VAGLIANO BROTHERS' conduct, in advising the forged bills to the bank as genuine acceptances, and in not examining them when returned with the pass-book, misled the bank, while there was no evidence that payment over the counter was in itself wrong. Moreover, the bank had, in fact, called the attention of the plaintiffs' confidential clerk to the matter at an early stage of the payments, with the result that they were advised to go on with them. It was further pointed out that the risk attending non-genuine bills was greater than that attending genuine ones, and was not a risk undertaken by the bank, while if they stopped to inquire into the indorsements of all foreign bills, their customers' credit would be disturbed and business could not go on. Lord HERSCHELL, on the other hand, with whom Lord MORRIS agreed, and Lord MACNAGHTEN, relied chiefly upon the view that, as PETRIDI & Co. were not intended to have any rights on the bills, they were "fictitious" persons within the meaning of sub-section (3), and so the bills became payable to bearer. They failed to see how a payee could be fictitious as regards one person and not another. This is in accordance with the opinion expressed by Lord ESHER in his judgment in the Court of Appeal. It should be noticed that a strong protest was made against the idea that a codifying statute must be construed with reference to the pre-existing law. The particular question of a fictitious payee is one of comparatively infrequent occurrence, but from the above statement of the judgments it appears that some of them, at least, go beyond this, and shew a strong tendency to relieve banks from liability when they act according to the ordinary course of business, a tendency which has not always been apparent in recent cases. The general effect of the decision we propose to consider more at length on a future occasion.

IN A PREVIOUS issue (*ante*, p. 236) we called attention to an anomaly of an absurd nature which lies concealed beneath the apparently simple and effective words of the proviso at the end of section 116 of the County Courts Act, 1888. The peculiarity referred to in our previous observations has since been brought to the test of actual experience, and the result has been precisely what we predicted it would be. The proviso seems destined to produce, in actual working, precisely the opposite effect to that

which it was intended to produce. Its intention is unmistakable. The section provides that county court costs only shall be allowed in certain cases, and the proviso makes an exception to this rule by offering the prize of Supreme Court costs if a certain end is attained within a fixed limit of time. The wording is clear. The prize is only obtained if the specified end is attained within the prescribed time limit. Hitherto it does not appear to have been doubted that the advantage offered was a real one. Experience, however, has shewn it is neither more nor less than fictitious, and that the costs obtainable by exceeding the time limit are higher than those obtainable by keeping within it. The section provides, among other things, that where the sum recovered in the High Court in an action of contract amounts to £20, but is under £50, costs on the county court scale only shall be allowed; and the proviso appended is in the following words: "Provided that, if in any action founded on contract the plaintiff shall within twenty-one days after service of the writ, or within such further time as may be ordered by the High Court or a judge thereof, obtain an order under order 14 of the Rules of the Supreme Court empowering him to enter judgment for a sum of £20 or upwards he shall be entitled to costs according to the scale for the time being in force in the Supreme Court." The County Courts Act came into operation on the 1st of January, 1889, and the fallacy which lies at the root of this proviso has only now been brought to light. The reason of this is very simple. Solicitors who have been unable to obtain their orders under order 14 within the twenty-one days have applied for extension of time, and such applications have always been acceded to, because those to whom they were made were cognisant of the complication which would arise the moment it became necessary to tax the costs of an action on the county court scale where judgment was obtained under order 14 after the time limited by the proviso. A chance case, however, has thrown light on the subject. An order for judgment under order 14 was recently obtained after twenty-one days from the service of the writ, where no order extending the time had been obtained. It became necessary, therefore, to tax the costs "on the county court scale." Unfortunately, however, there is no county court scale to tax on, for the reason that there is no procedure in the county court analogous to, or even resembling, the procedure under order 14. We regret that we are unable to give our readers the items of the bill of costs in the case referred to. Its contents must be extremely interesting, and might be found instructive. Suffice it to say that the bill was taxed, and the amount allowed after taxation was twelve shillings more than the amount of Supreme Court costs allowed on judgments under order 14 for sums of £20 and upwards, but under £50. The Supreme Court costs in such cases are £7 in country or agency cases where the order for judgment is obtained within twenty-one days from service of the writ or further time ordered. The case to which we are referring was within the same limits as to amount, but the order for judgment was obtained after the twenty-one days, without extension of time, and the costs in that case "on the county court scale" taxed out at £7 12s. 2d.!

The case of *Gedye* v. *The Commissioners of Works* (*ante*, p. 295) shews that the owner of the fag-end of a long lease, in a case where it is not known in whom the title to the reversion is vested, may be placed in a very disadvantageous position by the taking of the land for public purposes. In the year 1578 a field extending from Clement's-inn to Chancery-lane was let for a term of 300 years at an annual rent of £5. A house which had been built on a part of this field was in 1872 required for the purpose of building the Law Courts. It was thus subject to a lease of which there were six years to run. In practice, however, the existence of the lease had been disregarded; the ostensible owner had made no payment of rent, and he claimed the house as his freehold. The rent might, of course, have been paid by the occupiers of some other part of the land comprised in the lease; but this does not appear to be material, as non-payment of rent is no bar to the title of the freeholder when his reversion falls into possession: *Doe* v. *Oxenham* (7 M. & W. 131), *Archbold* v. *Scully* (9 H. L. Cas., at p. 381). Consequently, a title to the fee could not be made, and so much of the purchase-money as represented the value of the reversion was paid into court. Hereupon the lessee waited until twelve years had elapsed from 1878, and then applied to have the money paid out to him. But North, J., refused, on the ground that he had never been in adverse possession. Had his title been merely possessory when the house was taken, it is clear that this would have been recognized by the court, and, upon its being perfected by the Statute of Limitations, he would have been entitled to have the money paid out to him: *Ex parte Chamberlain* (14 Ch. D. 323), *Re Evans* (42 L. J. Ch. 357). But even though his possession had not become actually adverse, it is not clear that the fact of the money being in court should in any way prejudice him. Where the court takes possession of land by the appointment of a receiver, the effect of the appointment is not to alter the rights of the parties (*Groome* v. *Blake*, 8 Ir. C. L. R., at p. 433); and in *Re Butler's Estate* (13 Ir. C. L. R., at p. 456) it was said that the possession of the receiver is that of all the parties to the suit according to their titles. It would perhaps have not been an undue extension of this principle to hold that, upon the expiration of the lease, the possession of the court became the possession of the lessee, who would certainly have continued in possession but for the purchase of the house. Mr. Justice North, however, was so clearly of the contrary opinion that he decided against the lessee without calling on the other side.

The case of *Shepherd* v. *Berger*, which we report elsewhere, is rather a good illustration of the importance of adhering to time-honoured forms devised by persons of skill and experience. The form of proviso for re-entry for non-payment of rent adopted in Mr. Davidson's volume relating to leases is "that if *and whenever* any part of the rent hereby reserved," &c. In these days of harum-scarum drafting the significance of the words in italics is apt to be overlooked; we have repeatedly observed the omission of them in leases coming before us. What is worse, collections of precedents edited by learned conveyancers lend sanction to the practice. In one work the defect is confined to a "short form" of proviso for re-entry, but in another very popular book it occurs in several of the forms of leases. The decision in *Shepherd* v. *Berger* turned entirely on the words "and whenever" in the proviso for re-entry. That clause provided that "if *and whenever* any one quarter's rent hereby reserved, or any part thereof, shall be in arrear for twenty-one days, and no sufficient distress can be had or levied for the same," &c. On the 25th of April, 1890, the landlord distrained for three quarters' rent. The proceeds of sale under the distress were insufficient to pay the whole of two quarters' rent, and the landlord subsequently brought an action to enforce the forfeiture under the proviso for re-entry. A divisional court held that the forfeiture was waived by the distress (*Doe* v. *Peck*, 1 B. & Ad. 428). If the proviso had run simply, "if any one quarter's rent," &c., there would have been a single cause of forfeiture arising as soon as the quarter's rent was in arrear and no sufficient distress, and such forfeiture would have been waived by the distress. But the Court of Appeal construed the words "and whenever" as meaning "as often as at any moment of time the two conditions named in the proviso existed," and held that, as these conditions existed at the time the writ in the action was issued, the plaintiff was entitled to recover. In other words, by the form of proviso adopted in the lease a continuing cause of forfeiture was created, which was not affected by a distress leaving one quarter's rent still owing.

In the House of Commons on the 3rd inst., in answer to Sir R. Fowler, Mr. Matthews said: "With regard to sessions and assize courts in England, I am glad to inform my hon. friend that as the result of correspondence during the last year there are twenty-six additional places in which the accommodation may now be regarded as satisfactory, bringing up the total number of such places to 145. There are forty-two places in which improvement is desirable, and correspondence is still going on with hopes that a satisfactory result will shortly be arrived at. There are two cases in which the local authority have failed to comply with requirements of the Secretary of State. I hope my hon. friend will not ask me to name them publicly, as I trust the force of example may still influence them in the right direction. With regard to police courts I am not able to give complete explanations within the limits of an answer; but I can assure my hon. friend that substantial progress is being made, especially in the metropolis."

THE LIABILITY OF MARRIED WOMEN FOR COSTS.

The recent decision of the Court of Appeal in *Cox* v. *Bennett* (*ante*, p. 294) settles a point which was expressly left open in *Re Glanvill* (30 Solicitors' Journal, 236, 31 Ch. D. 532). In that case, which was based upon the principle of *Pike* v. *Fitzgibbon* (29 W. R. 551, 17 Ch. D. 454), it was held that a married woman's liability for costs was fixed at the date when the proceedings in which the costs were incurred were commenced, and not at the date when the order against her was made. Consequently, in respect of arrears of income of property to which she was entitled for her separate use without power of anticipation, only such arrears could be taken to satisfy an order for costs as had accrued due at the time when the proceedings were commenced, and not such as had accrued due subsequently to that time, but before the date of the order.

That the court has no power (apart from statute) to interfere with a restraint on anticipation is, of course, a well-established principle, and the difficulties which had to be overcome in establishing it (see *per* Lord Eldon, C., in *Jackson* v. *Hobhouse*, 2 Mer., at p. 487) have perhaps contributed to the strictness with which it has been adhered to. Thus the restraint is regarded, not as the mere creature of equity, to be dispensed with when equitable considerations would seem to make such a course proper, but as the creation of the author of the settlement. When the power of the court to enforce the restraint is once granted, then, as the restraint itself depends on the intention of the settlor, the enforcing of it is simply a matter of carrying out such intention, and the court has no discretion (*Robinson* v. *Wheelwright* (6 De G. M. & G., at p. 545). In this case a testator had given a legacy to a married woman upon condition that within twelve months she should convey away an estate devised to her by another testator for her separate use without power of anticipation. It appeared that the legacy was of more value than the estate, and she came to the court asking for a dispensation from the restraint. But this was refused, on the ground that there was no jurisdiction to interfere with the intention of the testator who had imposed it. "If," said Lord Cranworth, C., "he had anticipated the facts which have occurred, probably he would have authorized what is now asked, perhaps not, but the question is, what he has authorized. He has not authorized, but has expressly forbidden, alienation, and if the court were to authorize alienation, it would be defeating, not effecting, his declared intention." So, too, where the restraint exists, the married woman's property cannot be made liable even to satisfy damage caused by her own fraud. In *Jackson* v. *Hobhouse* (*suprà*) Lord Eldon was strongly inclined to think that the fraud of the wife could not give her a power of alienation against the intention of the settlor, and this opinion was followed in *Clive* v. *Carew* (1 J. & H. 199) and *Arnold* v. *Woodhams* (L. R. 16 Eq. 29). In the former case Wood, V.C., said: "It is the sounder course to adhere to the view taken by Lord Eldon in *Jackson* v. *Hobhouse*—namely, that, having once sanctioned this species of protection to a married woman by making it impossible for her in any way to deal with the fund, the court . . . must go on to hold her interest in the fund protected even against her own fraudulent acts."

It was an obvious departure from the principle thus laid down when Pearson, J., in *Re Andrews* (30 Ch. D. 159), held that the restraint on anticipation did not save the married woman from liability for costs of proceedings improperly instituted. "The restraint on anticipation," he said, "is intended for the protection of a married woman outside the court; it is not intended to enable her to do a wrong in the court. It does not fetter the power of the court in any case in which it thinks that she is not entitled to that protection." Consequently he directed the trustees of the married woman to retain the income until all the costs due to them were satisfied. There was, therefore, a disregard of the restraint altogether, and not merely a direction to pay costs out of income accrued due at the time of the order. The same course was adopted by Bacon, V.C., in *Re Glanvill* (*suprà*), where he said, somewhat enigmatically: "I am not breaking through the restraint on anticipation; on the contrary, I am enforcing it by preventing the married woman from receiving her income until it becomes due." But all this was naturally dissented from when this latter case came before the Court of Appeal. So far as related to the income accruing due after the order for payment of costs, it was quite clear that there had been an interference with the restraint upon anticipation, and that such interference, however much it might seem to be called for, was beyond the province of the court. And as to income accruing due before such order, it had to be considered at what date the married woman really made herself liable for the payment of costs. The principle being that she could in no way dispose by way of anticipation of property given to her for her separate use, with a restraint on anticipation, the sole question was, when, in a case of this kind, the disposition took place, and it was held that this was at the date of the institution of proceedings. "The act on which the claim for costs depends was done," said Cotton, L.J., "once for all when the plaintiff induced an insolvent next friend to institute an improper suit on her behalf." Thus the liability for costs extended only to arrears of income which had accrued due before the institution of the suit.

This case was held not to be governed by the Married Women's Property Act, 1882, and the Court of Appeal expressly refrained from passing any opinion as to the effect which that Act might have on a case to which it applied. Such a case has now arisen in *Cox* v. *Bennett*, and it has been decided that the date for determining the liability has been shifted from the commencement of the proceedings to the order for payment of the costs. The result shews, perhaps, a broader construction of the Married Women's Property Act, 1882, than that which it has sometimes received. Of course, the same attention has still to be paid to restrictions upon anticipation, section 19 expressly enacting that nothing in the Act contained "shall interfere with, or render inoperative, any restriction against anticipation at present attached to, or to be hereafter attached to, the enjoyment of any property or income by a woman under any settlement, agreement for a settlement, will, or other instrument." The sole question, therefore, is whether the Act makes any difference as to the date when the restraint is to be deemed to come into active operation. In express terms, of course, it does not. In giving the married woman power to sue in all respects as if she were a *feme sole*, it abolishes the necessity for the introduction of a next friend, and also it expressly enacts that costs are to be payable out of her separate property (section 1, sub-section (2)). But so far, having regard to section 19, there seems to be nothing which is necessarily inconsistent with the judgments in *Re Glanvill* (*suprà*). An intimation, however, of the policy of the Act is given in sub-section (4), which declares that the contract of a married woman shall bind, not only the separate property which she has at the date of the contract, but also all separate property which she may thereafter acquire. This renders obsolete the principle of *Pike* v. *Fitzgibbon* (*suprà*), and there is the less necessity, therefore, to follow a decision, such as *Re Glanvill*, which was given in analogy to it. On the other hand, it is not unnatural to extend to other similar cases the new principle that the liability shall attach, not only to property held at the time when, as a prospective matter, the liability was first incurred, but also to property acquired before it is to be enforced. Such a course is favoured by the general language of sub-section (2), and it has accordingly been adopted in *Cox* v. *Bennett*. It may still be said, indeed, exactly as before the Act, that by commencing proceedings the married woman has put in motion the train of events which will lead to the liability for costs, but, on the other hand, the Act, by clearing away *Pike* v. *Fitzgibbon* (*suprà*), makes it possible to say that the restriction upon alienation is only to operate so as to save income from an actual charge, and not merely a prospective one. This, indeed, is the broad result of the decision. Directly the order for payment has been made the charge becomes an actual one, and no future income is subject to it. Up to that time, however, the restriction is not called into operation, and whatever accrues due is thereupon free from it, and is ready to become subject to the order. In accordance with section 19, due respect is paid to the restriction as before, but, in accordance with the general policy of the Act, it is construed somewhat more strictly. To make the restraint attach to any specific portion of the income which has fallen due, the anticipation must take the form of a previous actual charge upon the property, and not of mere conduct on the part of the married woman which may result, without any further intervention of her will, in such a charge.

THE WORK OF THE COURTS.

Chancery Division.

The year ending the 31st of October, 1889, is the period covered by the volume of Judicial Statistics published a short time since. During this period the returns shew that in the Chancery Division there were at the commencement of the year 764 actions for trial, motions for judgment, special cases, and further considerations set down in the books. There were set down during the year 1,802 as against 1,861 in 1888; the number heard was 1,250 as against 1,162, and 593 remained at the end of the year, 731 having been otherwise disposed of. There is a decrease in the number of cases set down, but a small increase in the number of those disposed of. In addition to these cases there is a vast amount of interlocutory work done by the courts, which is best estimated by the number of orders drawn up. Including many orders of an interlocutory nature, there were 13,655 orders drawn up in 1889 as against 13,570 in 1888. The judges of the Chancery Division sat on 978 days, and the Court of Appeal No. 2 on 186 days, being in the aggregate, including 70 on which they sat in chambers, about the same as in 1888. There were 264 cases referred to the conveyancing counsel of the court as against 257 in 1888, and the official referees had 373 cases sent to them, being 235 more than in 1888.

Chancery Chambers.

There were issued in 1889 25,059 summonses, of which 3,686 were to originate proceedings; in 1888 the total number of summonses issued was 25,220, and of this number 3,721 were originating summonses. On these summonses 20,219 orders were made in 1889 and 20,078 in 1888. Besides the work of hearing and disposing of these summonses, there were brought into chambers for prosecution 2,554 orders made in court, including 132 for the winding up of companies; in 1888 the orders so brought in for prosecution were 2,528, and included 124 for the winding up of companies. The prosecution of these orders involved adjudication on 9,557 debts, amounting in the aggregate to £5,617,490, and the distribution of dividends to creditors to the amount of £508,941; it also entailed the passing of 1,559 accounts, and the sale of 690 estates. At the end of the year 1889 there were 798 orders for the winding up of companies pending, whereas at the end of 1888 the number was 806.

Central Office.

The masters of the Supreme Court make returns of all proceedings instituted in all divisions of the Supreme Court, but there is a separate return as to the proceedings in the Chancery Division. From this it appears that 3,505 writs were issued and 616 originating and 3,102 other summonses issued during the year as against 3,433 writs and 3,771 originating and other summonses in 1888. In the filing and record department of the Central Office numerous documents were filed, including 3,118 certificates of chief clerks, 4,125 certificates of taxing masters, 6,486 certificates of the Paymaster-General, 205 reports of official and special referees, 794 sets of depositions, and others which need not be enumerated. The fees received by examiners of the court amounted to £1,701 as compared with £2,775 in 1888.

Chancery Registrars.

There were 800 petitions in causes and matters presented during the course of the year besides 990 petitions of course. The decrease in this class of procedure continues, the numbers in 1888 having been 942 and 959, shewing a total of 1,790 in 1889 as against 1,901 in 1888. The number of orders drawn up by the registrars was 13,655 as against 13,570 in 1888.

Taxing Masters.

References to the chancery taxing masters of bills of costs numbered 5,326 as compared with 5,642 in 1888. The amount of the costs taxed was £1,072,475 in 1889 and £1,087,979 in 1888.

Masters in Lunacy.

One hundred and eight commissions in lunacy were issued in 1889, and 370 recognizances and bonds were taken as security from committees and receivers of lunatics' estates; £714,474 were received and £611,276 disbursed in respect of lunatics as shewn by the accounts of committees; and the percentage on lunatics' estates realized £21,605 as against £21,683 in 1888. Under orders of the court £253,805 in cash and £259,131 stock were transferred into court, and £28,499 in cash and £411,117 in stock were transferred out of court.

Assistant Paymaster-General.

The Paymaster of the Supreme Court had 40,672 accounts open in all divisions of the Supreme Court on the 28th of February, 1889, up to which date his return is made. The amount standing in court to these accounts consisted of £69,796,581 in securities and £3,547,472 in cash. On the 29th of February, 1888, the funds in court consisted of £70,012,825 in securities and £3,293,033 in cash. During the year ending the 28th of February, 1889, £11,671,678 were paid into court, and £11,417,243 were paid out by means of 76,598 cheques.

Queen's Bench Division.

Crown Office.—Under the peculiar jurisdiction on the Crown side of the Queen's Bench Division, felonies, misdemeanours, perjuries, conspiracies, assaults, nuisances, and other misdemeanours are dealt with, but no record is kept in the Crown Office of the sentences in these cases except when the sentences are passed by the Queen's Bench Division. For such offences 13 persons were tried and 9 convicted in this division in 1889.

Central Office.—The number of writs of summons issued in 1889 was 42,155 as against 46,001 in 1888, and there were 58 actions transferred from district registries. In 20,883 actions judgment was entered and 11,763 executions issued as against 24,162 judgments and 15,136 executions in 1888; and 433 cases were referred to the masters, the number having been 920 in 1888. The fees taken amounted to £112,705 in 1889 as compared with £120,942 in 1888. There were 8,896 bills of costs taxed.

Associates.—In the returns from the associates' department for 1889 we find that in London there were 1,032 remanets from the previous year, and that 2,394 actions were entered during the year 1889, and that 1,179 were tried. At *Nisi Prius* there were 1,164 cases entered for trial and 734 were tried, the rest being made remanets or otherwise disposed of. Of the 1,179 cases tried in London 791 resulted in a verdict for the plaintiff and 263 for the defendant, and of the remainder 28 were sent to the official referees.

Judgments entered.—In the Queen's Bench Division 20,883 judgments were entered up in 1889, 10,805 of which were on affidavit of service in default of appearance, and 5,344 were under order 14. Among numerous others may be noted 115 judgments on reports of official referees. Out of the 11,763 executions issued 11,220 were by writ of *fieri facias*, 481 by writ of possession, and sixty-two by writ of *elegit*.

Judges' chambers.—The number of summonses issued was 39,175, and of orders made in chambers 42,750, as compared with 39,559 and 44,359 in 1888.

District registries.—By an abstract of the proceedings in the offices of the eighty district registries for the year 1889 it appears that there were 26,207 writs of summons issued as compared with 29,293 in 1888, and of the number issued 781 were transferred to London. Judgments to the number of 9,108 were entered and 5,357 executions issued as compared with 10,668 judgments and 6,401 executions in 1888. The applications by summons in chambers amounted to 7,600, and leave to defend was given in 5,988 cases. In 337 actions the cases were sent to county courts. The appearances entered to the 26,207 writs issued numbered 6,959, a continued proof that this jurisdiction is serviceable in relieving the High Court of many proceedings in which the issue of the writ is only the preliminary step to a settlement between the parties. The fees taken in district registries amounted to £30,327 in 1889 and to £33,462 in 1888.

Sittings in Banco.—The proceedings at these sittings relate to business on the revenue side of the court as well as to other matters, and were as follows:—Causes by English information, 2; cases as to income tax and appeals against assessment to succession and corporation duties, 7; motions, 12.

Probates, &c.—During the year 1889 14,357 probates and 6,608 administrations were granted, whereas the numbers in 1888 were 14,970 probates and 7,239 administrations. Trials in court took place to the number of 90, of which 18 were with special juries and 10 with common juries, and 62 by the judge alone. The amount of fees for contentious business was £1,917 as compared with £1,828 in 1888. The aggregate amount of stamp duty received in England and Wales was £4,020,460, of which £2,569,979 was received in London and the remainder in the district registries. In 1888 the total received was £3,930,316, of which £2,563,441 was received in London. The value of effects was sworn at £84,090,632 in 1889 and at £93,940,973 in 1888 in London only; in the district registries the value of effects was sworn at £51,305,445, which, added to the former total, makes an aggregate of £135,396,077 as the value of all estates in 1889 as against £145,717,419 in 1888. Probates and administrations to the number of 29,596 were granted in the district registries.

Divorce and matrimonial causes.—The number of petitions filed in the divorce and matrimonial department in 1889 was 1,698, of which 528 were for dissolution of marriage, 126 for judicial separation, 21 for nullity of marriage, and 25 for restitution of conjugal rights. Besides these there were 207 petitions for alimony and maintenance, and 10 for variation of marriage settlements. Causes to the number of 341 were tried, of which number 32 only were with a jury. There were 284 decrees *nisi* for dissolution of marriage and 7 for nullity, and 351 such decrees were made absolute. In addition there were 28 decrees for judicial separation and 5 for restitution of conjugal rights.

Admiralty.—There were 466 actions under the admiralty jurisdiction in 1889, of which 368 were *in rem* and 98 *in personam*. These

numbers do not necessarily represent all the admiralty actions, as writs for every division of the Supreme Court are issued in the Central Office, which keeps no separate account of admiralty writs, so that this return only applies to cases in which duplicate writs were lodged. The amount claimed in these 466 actions was £876,238, whereas in 1888 in 378 actions the amount was £737,590. There were 30 motions heard in court and 1,391 summonses issued. Under the head of references to the registrar assisted by merchants, the total number of cases heard and reported upon by the registrar was 113 in 1889 and 104 in 1888. Costs submitted for taxation amounted to a total of £47,352, of which £12,573 were disallowed, leaving only £33,779 reported due. The court sat on 123 days, and the registrar with merchants on 101 days. The fees received amounted to £6,874.

Admiralty marshal.—Vessels arrested numbered 133 in 1889 as against 123 in 1888, and the proceeds of property sold under commissions from the court was £14,272; and the fees received amounted to £1,086.

Bankruptcy.—In 1889 there were 4,520 bankruptcies, in which the aggregate liabilities was £782,655, and the estimated assets £252,587. Petitions to the number of 5,457 were filed, and 4,558 receiving orders made thereon; besides these there were 22 orders for the administration of deceased debtors' estates under section 125 of the Act. The number of estates administered by the official receiver was 3,667 as compared with 3,810 in the previous year. There were 1,273 applications for orders of discharge, of which 872 were granted and 74 refused, 302 were adjourned, and 25 were left pending. Prosecutions against fraudulent debtors were conducted by the Public Prosecutor in 50 cases, in 43 of which the accused was committed for trial. The bills of costs taxed by the taxing masters of the High Court and the registrars of the county courts amounted to £199,098, of which £23,716 were struck off on taxation. There were appeals to the judge in bankruptcy to the number of 55, and to the Court of Appeal to the number of 30, as against 63 and 66 in 1888.

Ecclesiastical courts.—The number of suits in ecclesiastical courts in 1889 was 1 as against 1 in 1888. There were also 376 suits for faculties, and 375 faculties were decreed. The court fees amounted in 1889 to £542 and in 1888 to £1,468.

The Court of Appeal.—The two divisions of the Court of Appeal sat on 385 days in 1889 as compared with 408 in 1888. They disposed of 584 appeals, leaving a remanet of 164 appeals at the end of the year.

Judicial Committee of the Privy Council.—Before this tribunal there were 75 appeals entered for hearing in 1889 and 67 were heard and determined, 104 remaining for hearing at the end of the year. Applications for the extension or confirming of letters patent were heard and determined to the number of 2. The fees on appeals amounted to £1,837, and in patent cases to £31.

The House of Lords.—The appeals from England, Ireland, and Scotland to the House of Lords in 1889 numbered 72 as against 71 in 1888. Of these appeals 12 were withdrawn and 13 dismissed for non-prosecution. Judgments were delivered in 48 appeals as against 50 in 1888. At the end of the session of 1889 there were 5 appeals standing for judgment and 33 remained for hearing. The fees amounted to £1,810 in 1889 and to £1,969 in 1888.

REVIEWS.

NOTARIES.

A Treatise on the Office and Practice of a Notary of England. With a full Collection of Precedents. By Richard Brooke. Fifth Edition. Edited by George F. Chambers, Barrister-at-Law. Stevens & Sons (Limited).

Since the last edition of this work the law relating to bills of exchange has been codified by the Bills of Exchange Act, 1882, and hence it has been necessary to remodel chapter 7, which deals with the subject. This the editor has very wisely done by printing the Act itself *in extenso*, omitting most of the references to cases which before were necessary, and by then adding explanations as to the special duties of notaries with regard to noting and protesting. The rest of the work does not seem to have called for material alteration. The early chapters deal with the history of the office and the mode of appointment of notaries. It is a singular relic of mediæval procedure that the appointment should still rest, nominally at least, with the Archbishop of Canterbury. After the chapter on bills of exchange follow chapters on ship protests, charter-parties, the authentication of deeds, and kindred topics, while the latter part of the book contains a collection of precedents sufficient to meet all the requirements of a notary's office. One curious oversight is likely to cause a good deal of unnecessary trouble. At p. 163 an indignant protest, repeated from previous editions, is raised against the lengthy form of statutory declaration given in the schedule to 5 & 6 Will. 4, c. 62, but as the form was thus prescribed by Act of Parliament it is duly reproduced in all the numerous precedents of which such a declaration forms an essential part. The length of the form is, of course, due to the circumstance that it incorporates the extraordinarily long title of the Act itself; but it is unfortunate that the editor had not had his attention drawn to section 68 of the Conveyancing Act, 1881, which substitutes the short title of "The Statutory Declarations Act, 1835." It is not a little singular that a book which originally protested against a tiresome and clumsy form should thus do its best to perpetuate the form after it has been expressly disowned by the Legislature. In this matter we trust that notaries and their clerks may be wiser than the book. In other respects they will find in it, in a clear and compendious form, all the information they specially require.

THE PARTNERSHIP ACT, 1890.

The Partnership Act, 1890, with Notes; being a Supplement to a Treatise on the Law of Partnership. By Lord Justice Lindley, assisted by Sir W. Cameron Gull, Bart., M.A., and Walter B. Lindley, M.A., Barristers-at-Law. With an Introduction and Notes on the Law of Scotland, by J. Campbell Lorimer, LL.B., Advocate. Sweet & Maxwell (Limited).

It need hardly be said that this is a book which will be found very useful; Lord Justice Lindley is, perhaps, the first of living legal authors, and in writing this book he has had the advantage of very competent assistance. The book consists of the Partnership Act, 1890, with an introduction and notes on each section. It is pointed out in the introduction that the Act amends the law in some small particulars (see the sections enumerated at p. 115), and that it removes doubts on a few controverted points (see pp. 115, 116), but that it makes no important change in the law, except in one respect—that is, in the mode of making a partner's share in the partnership assets available for the payment of his separate judgment debts. The author explains this change in the law as follows:—"A *fi. fa.* founded on a judgment obtained against one partner only can no longer be executed against the goods of the firm; but, following the procedure available in the case of public companies, the separate judgment creditor of a partner can obtain an order charging his interest in the partnership assets with the payment of the judgment debt; and this charge can be enforced by a sale or the appointment of a receiver. The other partners can pay off the judgment creditor and so obtain the benefit of his charge, which, in this case, the judgment debtor will be entitled to redeem; or if his interest is ordered to be sold they can buy it, and so get rid both of the judgment creditor and of the partner against whom the judgment was obtained." The comparison (p. 14) of the definition of partnership given in the Act with other definitions that have been given or suggested is most interesting and instructive. In the disquisition on section 2, which contains rules for determining whether a partnership exists or not, the author expresses a strong opinion that the main rule "which has been recognized ever since the case of *Cox* v. *Hickman* (8 H. L. Cas. 268), and was expressly stated in the present Act when it was first introduced into the House of Lords, is that regard must be paid to the true contract and intention of the parties as appearing from the whole facts of the case" is still law. The work also contains addenda to the author's book on partnership, a list of cases, and a copious index.

BOOKS RECEIVED.

Company Precedents. Fifth Edition. By Francis Beaufort Palmer, assisted by Charles Macnaghten, Barristers-at-Law. Stevens & Sons, Limited.

The Law of Bankruptcy: A Manual of Practical Law. By Charles Francis Morrell, Barrister-at-Law. A. & C. Black.

CORRESPONDENCE.

APPOINTMENTS IN CHAMBERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I quite agree with your correspondent, a "Chancery Practitioner," that reform is urgently needed in the mode of appointment to the subordinate positions he refers to.

To secure competency, I would suggest that only solicitors, or gentlemen who have served as managing clerks to solicitors for ten years at least, be eligible for these appointments.

It is an injustice that young, untried men, who have neither expended time or money in qualifying, should be thrust into offices which they are not competent to fulfil. Temple.

[A correspondent who writes on the same subject has failed to enclose his name.—Ed. *S.J.*]

RE STONE *v.* LICKORISH AND BELLORD.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Would not the difficulty of a solicitor-mortgagee charging profit costs be met by a clause in the mortgage deed agreeing for payment of such costs? I think there is such a clause in one of Prideaux's precedents in a form of mortgage to solicitors to secure a current account. D. R. G.

Newcastle-upon-Tyne, February 26.

[Certainly; such a clause should always be inserted.—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

CLINK *v.* **RADFORD & CO.**—No. 1, 3rd March.

CHARTER-PARTY — CESSER CLAUSE — LIEN — DEMURRAGE.

This was an appeal from the decision of Pollock, B. The action was brought by the owners of the ship *Vanduara* against the defendants, who had chartered the plaintiffs' ship, for detention at the port of loading. The defendants relied on the cesser clause in the charter-party, which was in the following terms: "Charterers' liability under this charter-party to cease on the cargo being loaded, the owners having a lien on the cargo for freight and demurrage." The charter-party provided that the ship should load "in the usual and customary manner a full and complete cargo of coals. . . . The vessel to be loaded as customary. . . . The cargo to be unloaded at the average rate of not less than 100 tons per working day. . . . Charterers to pay demurrage at the rate of 4d. per ton register per diem in case of unavoidable accident or other hindrance beyond charterers' control." The ship was detained at the port of loading by a strike of labourers for sixteen days beyond the time usual for loading. The defendants contended that the alleged liability was such liability as by the cesser clause ceased on the ship being loaded; but Pollock, B., held that the cesser clause did not apply, and gave judgment for the plaintiffs accordingly. The defendants appealed, but

THE COURT (Lord ESHER, M.R., and BOWEN and FRY, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that without going into all the cases which had been cited—*French* v. *Gerber* (2 C. P. D. 247), *Kish* v. *Cory* (L. R. 10 Q. B. 553), *Sanguinetti* v. *Pacific Steam Navigation Co.* (2 Q. B. D. 238), *Lockhart* v. *Falk* (L. R. 10 Ex. 132), and *Gray* v. *Carr* (L. R. 6 Q. B. 522)—he thought that a rule might be deduced from them which would govern the present case. Unless a cesser clause was expressed in terms so clear and unambiguous that it could be construed in no other way, the court would always be inclined to construe it as not applicable to a breach of a charter-party if the result of such a construction was to leave the shipowner absolutely without a remedy for a clear breach of the charter. Therefore, in this case the court had to see whether the cesser clause was expressed in such clear and unmistakable terms as manifestly to cover the breach which had taken place. If not, and if it was clear, as in this case, that the shipowners had no remedy against any other persons than the charterers for the breach, the court would not so construe the cesser clause as to leave the shipowner without remedy against any one. That was the rule which had been practically adopted by the Court of Appeal in all these cases. In this case the breach consisted in not loading at the port of loading in the usual and customary time. For that breach the shipowners had no remedy against anybody other than the charterers. The question, therefore, was, whether "demurrage" as used in this charter-party could be applicable to detention at the port of loading. It was necessary to look at the whole charter-party, and it then appeared that while provision as to the rate of demurrage was made in the clauses relating to the discharge of the cargo, no similar provision was made as to the loading. No doubt the word "demurrage" had two meanings, the one its strict mercantile meaning, and the other the elastic meaning often given to it by the courts; but in this case there was no demurrage which, by any stretching of language, could be made applicable to delay at the port of loading. It would be unreasonable to say that the provisions as to demurrage at the port of discharge could be made applicable to detention at the port of loading. The demurrage alluded to in the cesser clause was the demurrage in the charter-party—that was to say, the demurrage at the port of discharge. No lien was given for delay at the port of loading, and therefore the cesser clause did not apply to it, for if the cesser clause applied, since no lien was given, the shipownersw ould be wholly without remedy. As to the case of *Bannister* v. *Breslauer* (L. R. 2 C. P. 497), if this decision in any way conflicted with it that case could not be supported. BOWEN, L.J., concurred. No doubt if parties chose they might so frame a cesser clause as to emancipate the charterer from every liability. But it was reasonable in construing a commercial document such as a cesser clause to expect the lien created by it to be commensurate with the rights which it abandoned, and that was the principle on which the courts had always acted. FRY, L.J., agreed. The rule to be applied to the construction of such clauses was both reasonable and well ascertained—namely, that the clause creating the lien and the clause abandoning the liability were to be construed as co-extensive. A further reason against the construction contended for was that it was very unusual and inconvenient to create a lien for an unliquidated and unascertainable sum such as the damages for the detention at the port of loading would be. The liability spoken of by the cesser clause was a liability "under this charter-party," and did not include a liability for damages for the breach of the charter-party.—COUNSEL, *R. T. Reed*, Q.C., and *Spokes*; *Barnes*, Q.C., and *Leek*. SOLICITORS, *Radford & Frankland*; *Lowless & Co.*

BRANDON *v.* **McHENRY**—No. 1, 2nd March.

BANKRUPTCY—PROOF—DEBT—REJECTION OF PROOF—JUDGMENT FOR SAME DEBT—ANNULMENT OF BANKRUPTCY—EXECUTION ISSUED ON JUDGMENT—BANKRUPTCY ACT, 1869 (32 & 33 VICT. c. 71), s. 81.

Appeal from the order of the Divisional Court (Wills and Wright, JJ.) setting aside the execution issued upon a judgment. In 1879 the defendant filed a liquidation petition under the Bankruptcy Act, 1869. The plaintiff sent in a proof for £4,084 for costs incurred as solicitor for the defendant. In November, 1883, resolutions were passed accepting a composition under section 126. On July 15, 1885, the plaintiff, by consent, signed judgment against the defendant for the above sum of £4,084. In March, 1886, the defendant was adjudicated bankrupt under the power conferred on the court by the last clause of section 126 of the Bankruptcy Act, 1869, and the proofs were transferred to the bankruptcy proceedings. The plaintiff did not send in any proof upon the judgment. The trustee in the bankruptcy rejected the proof for the debt. The bankruptcy having been annulled in February, 1890, the plaintiff subsequently issued execution upon the judgment. The defendant moved to set aside the judgment and the execution. The Divisional Court refused to set aside the judgment, but set aside the execution. The plaintiff appealed.

THE COURT (Lord ESHER, M.R., and FRY, L.J.) dismissed the appeal. They said that, inasmuch as in bankruptcy the court could go behind the judgment, if the plaintiff had sent in a proof upon the judgment, the trustee would have inquired into the consideration for the judgment, and would have rejected the proof exactly as he rejected the proof upon the simple contract debt. Therefore, in reality, the claim in the proof upon the judgment would have been for the debt of £4,084. Whether the plaintiff proved upon the simple contract debt or upon the judgment, the proof was in substance for the same thing. The proof here was upon the simple contract debt. The trustee rejected the proof, and that rejection was not appealed against, and was, therefore, final. That being so, by section 81 of the Bankruptcy Act, 1869, upon the annulment of a bankruptcy "all acts theretofore done by the trustee" were to be valid. The rejection of the proof was an act done by the trustee, and was, therefore, valid. All effective action upon the judgment was put an end to by the rejection of the proof by the trustee. It was unnecessary to consider whether the rejection by the trustee would authorize the judgment being set aside.—COUNSEL, *Murphy*, Q.C., *Lumley Smith*, Q.C., and *H. Reed*; *Sir Edward Clarke*, S.G., and *W. B. Allen*. SOLICITORS, *G. S. & H. Brandon*; *Hores & Pattisson*.

SHEPHERD *v.* **BERGER**—No. 1, 4th March.

LANDLORD AND TENANT—PROVISO FOR RE-ENTRY UPON NON-PAYMENT OF RENT—CONSTRUCTION.

Action by landlord against tenant to recover possession of the demised premises. The defendant became tenant to the plaintiff of the premises for twenty-one years from the 25th of March, 1889, at the yearly rent of £150, payable on the usual quarter days. The lease contained a proviso for re-entry "if and whenever any one quarter's rent hereby reserved, or any part thereof, shall be in arrear for twenty-one days, and no sufficient distress can be had or levied for the same." On the 25th of March, 1890, three quarters' rent was due, and on the 25th of April, 1890, the plaintiff distrained for the three quarters' rent. On the 14th of May the goods distrained upon were sold, and realized £59, after payment of expenses, leaving more than one quarter's rent in arrear. On the 25th of May the plaintiff brought this action, alleging that there was a quarter's rent in arrear, and no sufficient distress on the premises. The action was tried in the Mayor's Court, London, when judgment was given for the plaintiff. The Divisional Court (Day and Lawrance, JJ.) entered judgment for the defendant, on the ground that by distraining the plaintiff had waived the forfeiture.

THE COURT (Lord ESHER, M.R., BOWEN and FRY, L.JJ.) allowed the appeal, and entered judgment for the plaintiff. Lord ESHER, M.R., said that this case turned upon the true construction of the proviso for re-entry in the lease. The plaintiff, having distrained for three quarters' rent, appropriated, as he had a right to do, the proceeds of the distress to the first two quarters' rent. The plaintiff's bringing this action was conclusive to shew that he had so appropriated the proceeds. The proviso gave a right of re-entry "if and whenever" a quarter's rent was in arrear for twenty-one days, and no sufficient distress could be had or levied for the same. The words "and whenever" carried the case beyond the time when the distress was put in. The moment after the appropriation of the proceeds of the distress to the first two quarters' rent there remained one quarter's rent in arrear, and there was no sufficient distress on the premises. That continued so until the writ in the action was issued. At that time there was a quarter's rent in arrear, and no sufficient distress for the same. The plaintiff, therefore, had a right of entry, and was entitled to judgment. BOWEN, L.J., concurred. The fate of the case depended upon two words in the proviso for re-entry, "and whenever." Those words meant that as often as at any moment of time the two conditions named in the proviso existed, a cause of forfeiture existed. That got rid of the difficulty suggested, that there was a single cause of forfeiture arising as soon as the quarter's rent was in arrear, and no sufficient distress on the premises. If that was the true construction, at the moment when the writ in this action was issued a quarter's rent was in arrear, and there was no sufficient distress for the same. FRY, L.J., concurred.—COUNSEL, *Hesa Collins*, Q.C., *Morton Smith*, and *W. H. Griffith*; *H. Kisch*. SOLICITORS, *Moon & Gilks*; *Joseph Davis*.

WHITWOOD CHEMICAL CO. (LIM.) *v.* HARDMAN—No. 2, 2nd March.

INJUNCTION—CONTRACT FOR PERSONAL SERVICE—AGREEMENT TO GIVE WHOLE OF TIME—ABSENCE OF NEGATIVE WORDS—SPECIFIC PERFORMANCE.

This was an appeal by the defendant from a decision of Kekewich, J. (noted *ante*, p. 261), granting an injunction to restrain the defendant, until judgment in the action or further order, "from giving less than the whole of his time to the plaintiff company's business, in accordance with the terms of" an agreement dated July 24, 1889. The agreement provided that the defendant should be manager of the company for a term of ten years, determinable at the end of the term, or thereafter by three months' notice given on either side, and that "the said manager shall give the whole of his time to the company's business; he shall give due diligence to the performance of his duties, and shall conform to the reasonable requirements of the board of directors." The agreement contained no express negative covenant by the defendant. The business of the company consisted in working a patent process for carbonization of coal and coal shale and the treatment of coal gas for obtaining benzole, solvent naphtha, and the like. The defendant was a manufacturing chemist and had a special knowledge of this business. In January last the company became aware that the defendant was engaged in the formation of a rival company, to carry on a similar business under the same process in the immediate neighbourhood of the plaintiff company's works. Of this company the defendant was to be a director, and he was to invest a large sum as capital therein. The plaintiffs moved for an interlocutory injunction to restrain the defendant from setting up any business, or entering into any agreement or making any engagement with any person or company (other than the plaintiff company), by reason of which the whole of the defendant's time would cease to be devoted to the business of the plaintiff company, or by which the defendant would be prevented from carrying out the agreement of July 24, 1889, and in particular from assisting in the formation of, and from becoming a director, manager, or agent of, any company or partnership now or hereafter to be formed for the purpose of carrying on a business and manufacture similar to those carried on by the plaintiff company. Kekewich, J., thought that *Lumley* v. *Wagner* (1 De G. M. & G. 604) and *Montague* v. *Flockton* (L. R. 16 Eq. 189) applied, and he granted an injunction in the terms above stated.

THE COURT (LINDLEY and KAY, L.JJ.) reversed the decision. LINDLEY, L.J., said that, if the defendant had committed a breach of the agreement, the plaintiffs had a good ground of complaint. The question was one of remedy. There were various remedies—dismissal of the defendant, or an action for damages, or injunction. The plaintiffs had disregarded the first two remedies, but they came to the court for an injunction. The question was, whether an injunction in the terms of the order of Kekewich, J., or substantially in those terms, ought to have been granted, having regard to the principles upon which the court acted in cases of this nature? The agreement contained no negative covenant. The parties had not expressly stipulated that the defendant should not do that of which the plaintiffs now complained. The agreement was entirely in the affirmative. That enabled the court to see more clearly what the parties had in contemplation when they entered into the agreement. Of course every agreement to do a particular thing involved the negative that nothing would be done contrary to it. But it did not follow that, because a person had agreed to do a particular thing, he was to be restrained by injunction from doing the contrary. The court was dealing here with an agreement of a particular class—a contract of service—and as a general rule the court did not grant an injunction to prevent a breach of such an agreement. His lordship referred to *Lumley* v. *Wagner* and *Wolverhampton and Walsall Railway Co.* v. *London and North-Western Railway Co.* (L. R. 16 Eq. 433). What injunction could be granted in the present case which would not be in substance and effect an order for specific performance of the agreement? In doing that the court would be going far beyond *Lumley* v. *Wagner* and *Montague* v. *Flockton*. The court did not in general grant specific performance of a contract for personal service. Was there anything in the present case to take it out of that principle? Reliance had been placed by the plaintiffs on *Montague* v. *Flockton*, but he thought that Malins, V.C., had arrived at his decision in that case by reason of a misunderstanding of *Lumley* v. *Wagner*. Apart from *Montague* v. *Flockton*, there was no case which warranted the granting of an injunction in a case like the present. It lay upon the plaintiffs to shew that there was something which justified what had been done. His lordship agreed that no definite line could be drawn, but he confessed that he looked upon *Lumley* v. *Wagner* as an anomaly—an anomaly to be followed in similar cases, but not to be extended. KAY, L.J., concurred. It was clear from the terms of the notice of motion that what the plaintiffs were trying to do was, to prevent the defendant from setting up a rival business, and thus injuring their business. But the defendant had never contracted not to set up a rival business. *Webster* v. *Dillon* (3 Jur. N. S. 432), which had been cited, was decided without argument, the defendant not appearing, and, therefore, could be disregarded. *Montague* v. *Flockton* proceeded upon a misapprehension of the grounds of the decision of Lord St. Leonards in *Lumley* v. *Wagner*. There had been a very few cases—of which *De Mattos* v. *Gibson* (4 De G. & J. 276) was an example—in which the court had granted an injunction to restrain a breach of agreement, although there was no negative covenant. But such cases were very rare, and were not to be followed without extreme consideration. With the exception of *Webster* v. *Dillon* and *Montague* v. *Flockton*, his lordship knew of no case in which the court had interfered by granting an injunction to restrain a breach of a contract of personal service.—COUNSEL, *Marten*, Q.C., and *Archibald Brown*; *Warmington*, Q.C., and *Dibdin*. SOLICITORS, *Vincent & Vincent*; *West, King, Adams, & Co.*

High Court—Chancery Division.

ELLIS *v.* DADSON AND OTHERS AND ELLIS & CO.—Chitty, J., 27th February.

COMPANY—INJUNCTION—RESOLUTION FOR VOLUNTARY LIQUIDATION—RESOLUTION ULTRA VIRES—COMPANIES ACT, 1862, s. 129.

This was a motion by the plaintiff, a member of a company consisting of seven members only, for an *interim* injunction to restrain the other six shareholders and also the company from confirming a preliminary special resolution passed by the company under section 129 of the Companies Act, 1862, for its voluntary liquidation. It appeared that the company was incorporated with a small capital for the purpose of working a patent belonging to the patentee. The plaintiff was the holder of fifty founders' shares, entitled to half the profits of the company, and the remaining capital of the company consisted of 500 ordinary shares, which were entitled to the other half of the profits. The 500 ordinary shares, with the exception of five belonging to five of the seven original subscribing members, were held by the defendant Dadson. The founders' shares carried no more voting power than the same number of ordinary shares. It was contended by the plaintiff that under the company's articles of association there was an implied contract between all the members of the company that its undertaking should continue for the term of the letters patent, and, that being so, the company could not put an end to its contract, and by calling in aid the provisions of the Companies Act, go into voluntary liquidation before the patent had expired, the articles of association being, as between the members of the company, as binding as if the case had been one of a partnership. The defendants, on the other hand, submitted that a company could not contract itself out of the statute: *Walker* v. *London Tramways Co.* (28 W. R. 163, 12 Ch. D. 705).

CHITTY, J., said that on the true construction of the articles there was in fact no such contract, express or implied, for the continuation of the company as had been contended for by the plaintiff. Moreover, the comparison between a company and a partnership was an imperfect analogy. A partnership was governed and regulated by provisions set out in a partnership deed. A company was governed by the Act of Parliament which enabled it to be incorporated. It would require a very strong case indeed to justify the court in displacing the paramount statutory power of winding up the company because of something contained in special articles of the company. He dismissed the motion, with costs.—COUNSEL, *Farwell*, Q.C., and *G. Henderson*; *Byrne*, Q.C., and *Percy Wheeler*. SOLICITORS, *T. Wilkinson*; *Steadman, Van Praagh, & Sons*.

BONNARD *v.* PERRYMAN—North, J., 3rd March.

LIBEL—INJUNCTION—NEWSPAPER—INTERLOCUTORY INJUNCTION.

This was a motion by the plaintiffs in the action, who carried on business in partnership as financial agents, for an injunction to restrain the defendants, Perryman and Allen, from selling, circulating, or communicating to any person any copy of a newspaper called the *Financial Observer and Mining Herald* of the 7th of February, 1891, containing an article headed, "The Fletcher Mills of Providence, Rhode Island," or the article in any form, and from printing or publishing in that newspaper, or otherwise, any statement imputing to the plaintiffs, or either of them, fraudulent or dishonest conduct in connection with the promotion or floating companies, or imputing or suggesting that the plaintiffs had bribed, suborned, or conspired with the proprietor or editor of a paper called the *Financial News*, or any other newspaper proprietor or other person, or that they had been guilty of stealing or any other dishonest conduct. The name of the defendant Perryman appeared in the *Financial Observer* as the printer, publisher, and proprietor of that newspaper, and he was also the editor. The other defendant was sued as being the actual printer of the number in question. The article spoke of the plaintiffs as Jews, and imputed to them various dishonest conduct and sharp practices in connection with the promotion of certain companies, and insinuated that they were persons of no means.

NORTH, J., said that the question was, whether he should grant an interlocutory injunction to restrain the publication of an alleged libel. No one could read the article without seeing that it was of a serious character, that it might affect the property and pockets of the plaintiffs, and that, unless the statements contained in it could be justified at the trial, a jury would give the plaintiffs substantial damages. The defendants had urged that the question ought not to be tried now, and that a jury was a much better tribunal for the trial of it. His lordship agreed that that was so. But he had to consider whether the publication should be allowed to continue till the trial—that is, whether he ought to grant an interlocutory injunction. The principles on which the court acted had been considered in several cases, one of which was *The Quartz Hill Consolidated Gold Mining Co.* v. *Beall* (20 Ch. D. 501). There the action was brought to restrain the further publication among the shareholders of a company of a circular which contained strong reflections on the conduct of the promoters and directors. And Jessel, M.R., said (at p. 507):—"There is jurisdiction in a proper case upon interlocutory application to restrain the further publication of a libel. But the question as to whether the jurisdiction, though existing, has been properly exercised is quite different. It is a jurisdiction which must be very carefully exercised. No doubt there are cases in which it would be quite proper to exercise it, as, for instance, the case of an atrocious libel wholly unjustified and inflicting the most serious injury on the plaintiff. But, on the other hand, where there is a case to try, and no immediate injury to be expected from the further publication of the libel, it would be very dangerous to restrain it by interlocutory injunction." His lordship entirely accepted that as binding upon him, and intended to be governed by it. Then, with regard to the question whether an inter-

locutory injunction was required, Jessel, M.R., said (at p. 508):—"The injunction is to restrain future publication. Now, the circular in question has been issued to all the shareholders; there is no allegation, either on the writ, or the statement of claim, or the affidavit, of any intention on the part of the defendant to issue any more circulars, nor can I infer such intention, because it is alleged that he has issued the circular to all the shareholders. There is no ground, therefore, for interference. The act is past, the mischief has been done—if mischief there is—and there is no ground for the intervention of the court before the trial." If that were so in the present case, his lordship would refuse to grant an interlocutory injunction. But how did the matter stand here? On the evidence his lordship came to the conclusion that it was the deliberate intention of the defendant Perryman to continue the publication of the number of the 7th of February, and he had refused to undertake not to do so or not to reprint the article. His lordship must, therefore, deal with the case on its merits. In the *Quartz Hill case* Jessel, M.R., said (at p. 508):—"In the present case I think that the objections to the exercise of the jurisdiction are at least three. In the first place, the alleged libel is not proved to be untrue. Now for a plaintiff to come to a court and say, 'Prevent the publication of something which I do not prove to be untrue' is a very strong thing indeed. No doubt it has been said in some cases that the greater the truth the greater the libel; but that does not apply to interlocutory injunctions. As a general rule the plaintiff who applies for an interlocutory injunction must shew the statement to be untrue." Jessel, M.R., went on to point out that in that case the plaintiffs had given no evidence that the libel was untrue, and that the defendant had pledged his oath that he verily believed it to be true. For that reason the court declined to interfere by interlocutory injunction. In the present case his lordship came to the conclusion that in several material points the article had been proved to be untrue. The statements were all generally and categorically denied by the plaintiffs, and they had not been cross-examined. The defendants' denials were only general, and his lordship was satisfied that in the material points the article was proved to be untrue. He was also satisfied that the defendant had been misleading the court with regard to his intention of continuing to sell the article, and his lordship could not trust his evidence about what he would be able to prove at the trial. The third point referred to by Jessel, M.R., in the *Quartz Hill case* was the question of privileged communication and the proof of express malice. That question did not arise in the present case, for privilege was not set up by the defendant, and therefore it was not necessary to go into the question of express malice. It was urged that, if his lordship granted an interlocutory injunction, he would fill the court with applications for interlocutory injunctions to restrain the publication of alleged libels. His lordship was not alarmed at that prospect. If an interlocutory injunction ought not to be granted in the present case he could not conceive any case in which it would be granted; and yet the authorities were clear that there were cases in which such an injunction would be granted. His lordship was satisfied that, if the matter were to go before a jury on the present evidence, there was not a jury in England which would find a verdict for the defendant. If they did so, the court would direct a new trial. Of course, this did not touch the case which might be made by the defendant at the trial of the action; it was quite possible that he might be able to justify the article then. What his lordship had said so far applied to the defendant Perryman only. As to the defendant Allen, his lordship could not grant an injunction against him if he did not grant one against Perryman. And, if an injunction were granted against Perryman, all that the plaintiffs wanted would be done, and it would be unnecessary to grant an injunction against Allen. Therefore, no injunction would be granted against him. The defendant Allen's costs would be made costs in the action; the plaintiffs' costs would be made costs in the action as against both defendants. As to the terms of the injunction, his lordship thought the notice of motion went too far. His lordship granted an injunction "restraining the defendant Perryman, his servants and agents, until after the trial of the action, or until further order, from selling, circulating, or delivering, or communicating to any person or persons, or permitting to be sold, or circulated, or delivered, or communicated to any person or persons, any copy of the *Financial Observer and Mining Herald* of the 7th of February, 1891, containing an article headed 'The Fletcher Mills, of Providence, Rhode Island,' or of the said article, and from printing, or publishing, or selling, &c., any copy of the said article, or any extract therefrom, or material portion thereof, so far as the same affects the plaintiffs or either of them." —Counsel, *Napier Higgins*, Q.C., and *Dunham; Cozens-Hardy*, Q.C., and *E. Vernon; Eve*. Solicitors, *Watson & Watson; John Vernon, Son, & Co.*

AINLEY, SONS, & CO. v. THE KIRKHEATON LOCAL BOARD—Stirling, J., 27th February.

Pollution of Stream—Local Board—Mandamus—Injunction—Public Health Act, 1875 (38 & 39 Vict. c. 55), ss. 15, 17, 21, 157.

The question in this case was whether a local board was entitled to disconnect private drains from a sewer under their control by virtue of section 21 of the Public Health Act, 1875, under the following circumstances:—The plaintiffs were manufacturers at Kirkheaton, where they had extensive works, employing some 300 or 400 hands. For the accommodation of these workpeople some twenty-one water-closets were erected and connected with a sewer, so far back, at all events, as the year 1883. This sewer was originally an open water-course, which flowed into another water-course, known as the Kirk Ings Beck. The owner of land situated on the banks of this latter stream took proceedings as against both the local board and the plaintiffs to prevent them from allowing sewage to flow into this stream. As against the board these proceedings had been discontinued, but were still pending as against the plaintiffs. The owner of the house on Kirk Ings Beck further took proceedings to obtain a *mandamus* to compel the board to make a proper system of drainage, and these were ordered to stand over by the Divisional Court on the board's undertaking either to disconnect the plaintiffs' drains or give them notice under the Rivers Pollution Act. The board had accordingly given the plaintiffs formal notice of their intention to close the connection between their private drains and the sewer, under section 21 of the Public Health Act, and the plaintiffs now moved for an injunction to restrain them from so doing.

Stirling, J., after stating the facts, said that the question now was whether the defendant board had the statutory power which they claimed, or, rather, whether it extended to the present case. Section 21 provided that "the owner or occupier of any premises within the district of a local authority shall be entitled to cause his drains to empty into the sewers of that authority on condition of his giving such notice as may be required by that authority of his intention so to do, and of complying with the regulations of that authority in respect of the mode in which the communications between such drains and sewers are to be made, and subject to the control of any person who may be appointed by that authority to superintend the making of such communications. Any person causing a drain to empty into a sewer of a local authority without complying with the provisions of this section shall be liable to a penalty not exceeding £20, and the local authority may close any communication between a drain and sewer made in contravention of this section, and may recover in a summary manner from the person so offending any expenses incurred by them under this section." It was said that the right conferred upon the owner or occupier by this section was not absolute, but subject to section 17 of the same Act, with which section 15 must also be read. Upon the construction of these two sections, 15 and 17, he had been referred to *Glossop* v. *Heston and Isleworth Local Board* (28 W. R. 111, 12 Ch. D. 102), where James, L.J., gave a clear exposition of them. Adopting this interpretation here, it seemed that the local board was bound to construct all necessary sewers, and to see that the sewers so made did not convey any noxious matter into any natural stream. Section 17 affected the local board, and the right conferred by section 21 was to drain into the existing sewers, which the board was bound to see were so arranged as not to contravene the provisions of section 17. Here, however, he could not have regard to section 17 at all. The plaintiffs complained that the defendants were coming *brevi manu* to cut off their drain from the sewer, a most inconvenient and dangerous course. If the plaintiffs were committing a nuisance, the defendants must come to the court in another proceeding, and the court would give the plaintiffs time to make any necessary alterations. But section 21 was here relied on, and it was said that this connection had been made in contravention of it, because the plaintiffs had not given notice of their intention to connect their drains. That raised the question, what notice was in fact required by the local board? He had been referred to No. 16 of the Bye-laws, which clearly applied only to new buildings, and not to old ones at all; and this became still more clear upon looking at section 157 of the Public Health Act. It was clear that the bye-law did not apply in terms to this case, and he ought not to hold that such a penal section applied, unless bound to do so. The defendants had no such right as they claimed under section 21, and the plaintiffs were not shewn to have made this connection in contravention of it, and the injunction asked for must be granted. By consent the hearing of the motion was treated as the trial of the action, and the injunction made perpetual.—Counsel, *Graham Hastings*, Q.C., and *Bardswell; Cyril Dodd*, Q.C., and *Swinfen Eady*. Solicitors, *Brook, Freeman, & Batley; Van Sandau & Co.*, for *Mills & Nalder*, Huddersfield.

***Re* SOUTH METROPOLITAN BREWING AND BOTTLING CO. (LIM.)**—Kekewich, J., 3rd March.

Company—Winding up—Order not drawn up by Petitioner—Provisional Liquidator—Official Receiver.

In this case an order had been made by the court to wind up the company, but had not been drawn up by the petitioner. Under the present procedure, until the winding-up order is drawn up and perfected the official receiver does not become the provisional liquidator. This was an application *ex parte* for a direction that a creditor of the company, who had not, however, appeared on the hearing of the petition, might be permitted to draw up the order. It was stated that in the interests of the creditors and contributories it was necessary that steps should be taken in a debenture-holders' action against the company, pending before Stirling, J., to question the validity of the debentures, and that steps were being taken in that action to realize the property of the company comprised in the debentures.

Kekewich, J., made the order accordingly.—Counsel, *Emden*. Solicitor, *J. W. Stocker*.

High Court—Queen's Bench Division.

REG. v. HOWARD SMITH—2nd March.

Boiler Explosion—Definition of Boiler—Explosion in Coal Mine—Boiler Explosions Act, 1882 (45 & 46 Vict. c. 22), ss. 3, 4—Boiler Explosions Act, 1890 (53 & 54 Vict. c. 35), s. 2.

The question in this case was whether an inquiry could be held under the provisions of the Boiler Explosions Act, 1882, as to an explosion of a steam pipe which connected four boilers on the surface of the ground with a pumping engine in a pit of the Tyne Coal Co.'s Collieries at Hebburn. The place where the explosion took place was near the engine, and about 1,300 feet distant from the boilers. Two men were scalded to

death by the steam which escaped. The proprietors had obtained a rule *nisi* for a writ of prohibition restraining the commissioners appointed by the Board of Trade from holding the inquiry; they contended that this pipe was not a boiler within the meaning of the Act, and that the case came within the exception stated in section 4, and that consequently any inquiry must be by order of the Home Office under the Coal Mines Regulation Act, 1872. Boiler is defined by section 3 as "any closed vessel used for generating steam or for heating water or for heating other liquids or into which steam is admitted for heating, steaming, boiling, or other similar purposes." Section 4 provides that the Act shall not apply "to any boiler used exclusively for domestic purposes, &c., . . . or to any boiler explosion into which an inquiry may be held under the provisions of the Coal Mines Regulation Act, 1872, and the Metalliferous Mines Regulation Act, 1872, or either of them." On behalf of the Board of Trade (shewing cause against the rule) it was said that section 4 had been repealed by section 2 of the Boiler Explosions Act, 1890, which enacts: "So much of section 4 of the Boiler Explosions Act, 1882, as relates to any boiler other than a boiler used in the service of her Majesty, or used exclusively for domestic purposes, is hereby repealed, and the said Act shall apply in the case of any boiler explosion occurring on board a British ship."

CAVE, J., was of opinion that the rule should be discharged. It had been argued that the last two exceptions in section 4 of the Act of 1882 had not been repealed by the Act of 1890, those exceptions relating, not to boilers, but to boiler explosions. The section was difficult of construction, and might have been expressed more clearly; but it was impossible to say that the part which mentioned boiler explosions did not also relate to boilers. If there had been provisions in the Act of 1882 regarding cleaning or repairing of boilers as well as regarding explosions, such provisions would all relate to boilers. Certainly "boiler" was the word used in the earlier part of the section and "boiler explosion" in the later, but it was impossible upon that account to restrict the application of the section in the way suggested; the section was, however, as difficult of construction as possible. Giving the natural construction to the words used, he had come to the conclusion that the latter part of the section had been repealed by the Act of 1890. As to the second point, he was of opinion that this pipe, down to the point where the explosion took place, was part of a boiler within the definition clause in the Act of 1882. Certainly an explosion taking place in that pipe was as much within the mischief of the Act as an explosion in any of the other parts of the apparatus; the whole thing was one "closed vessel used for generating steam." CHARLES, J., concurred. He was clearly of opinion that this vessel was a boiler within the meaning of the Act. As to the other point, he had felt considerable doubt, but he thought that it would be giving too narrow a construction to section 2 of the Act of 1890 if it were to be limited to "any boiler on board a steamship having a certificate from the Board of Trade," as the construction contended for would do. Section 2 must be taken to have repealed section 4 of the earlier Act, except such part as is expressly excepted in section 2. Rule discharged.—COUNSEL, *Sir R. E. Webster*, A.G., *Sir E. Clarke*, S.G., and *Henry Sutton*; *Moulton*, Q.C., and *Danckwerts*. SOLICITORS, *The Solicitor to the Board of Trade*; *Roweliffes & Rawle*, for *Phillipson, Cooper, & Goodyer*, Newcastle-on-Tyne.

SEAGROVE *v.* **PARKS**—26th February.

PRACTICE—SERVICE OF WRIT OUT OF JURISDICTION—BRITISH SHIP IN FOREIGN WATERS—R. S. C., XI., 4.

This was an appeal *ex parte* from the decision of Denman, J., in chambers, refusing an application of the plaintiff for leave to serve the writ of summons out of the jurisdiction. The defendant was an officer in her Majesty's Navy, and (according to the plaintiff's affidavit) was at present "on board H.M.S. *Cockatrice*, in the Mediterranean, out of the jurisdiction." The affidavit did not state more precisely at what place the defendant was to be found. Ord. 11, r. 4, provides that "every application for leave to serve such writ or notice on a defendant out of the jurisdiction shall be supported by affidavit or other evidence, stating that in the belief of the deponent the plaintiff has a good cause of action, and shewing in what place or country such defendant is, or probably may be found, and whether such defendant is a British subject or not, and the grounds upon which the application is made; and no such leave shall be granted unless it shall be made sufficiently to appear to the court or judge that the case is a proper one for service out of the jurisdiction under this order." In two actions by the same plaintiff against naval officers also serving in the Mediterranean Fleet leave had been granted by Vaughan Williams, J., and Lawrance, J., respectively, for service of the writ out of the jurisdiction (*Seagrove* v. *Wilkin* and *Seagrove* v. *Wroughton*).

THE COURT (CAVE and CHARLES, JJ.) were of opinion that a British ship in foreign waters was not a foreign place, and declined to give leave to issue the writ. Appeal dismissed.—COUNSEL, *Montagu Lush*. SOLICITORS, *Seagrove & Woods*.

Re **BELLENCONTRE**—26th February.

EXTRADITION—WARRANT—DESCRIPTION OF OFFENCE—FRAUD BY BAILEE—EMBEZZLEMENT—EXTRADITION ACT, 1870 (33 & 34 VICT. c. 52)—LARCENY ACT, 1861 (24 & 25 VICT. c. 96), ss. 75, 76.

In this case Sir John Bridge, the chief metropolitan magistrate, had committed Bellencontre to Holloway Prison with a view to his extradition to the French authorities. The prisoner had been a notary at Tours, and was alleged to have misappropriated various sums of money which had been intrusted to him in his capacity of notary. The words used to describe his offence in article 408 of the French code, under which he was charged were "détourné et dissipé." In the English translation of the French warrant the offences mentioned were "embezzlement and misappropriation." The warrant of the Home Secretary, issued under the Extradition Act, 1870, specified "fraud as a bailee." The prisoner was brought before Sir John Bridge at Bow-street Police Station, and was committed by him for "frauds by a bailee, and frauds as an agent." He then obtained a rule *nisi* for a writ of *habeas corpus* directing his discharge from custody, on the grounds (amongst others) that the English warrants were bad for not stating the same crime as was specified in the French warrant, and that there was no evidence of fraud as a bailee against the prisoner.

THE COURT (CAVE and WILLS, JJ.) held that the rule must be discharged. CAVE, J., said that the first or technical objection to the warrants failed. The French warrant stated that the prisoner was in nineteen cases guilty of fraudulent misappropriation of money which had been intrusted to him in his character of notary; that was a perfectly good offence under clause 18 of article 3 of the Extradition Treaty with France. The expression used in the warrant of the Secretary of State was fraud as an agent or bailee, and that was wider than the terms of the French warrant. But that was no objection; all that was necessary was to call the attention of the magistrate to what he was required to do in the case, and it was enough if attention were drawn to a crime (such as "fraud by a bailee") which expressed in a general form what was put more specifically in the foreign warrant. Then the magistrate had to consider whether such a fraud by a bailee had been committed as would be punishable by English law; that the magistrate had done, and the result of his inquiry was correctly stated in his warrant. That objection, therefore, failed. The substantial point in the case was whether the evidence established a *primâ facie* case that a crime punishable by English law had been committed. In French law the crime was *abus de confiance*, or fraudulent misappropriation—a wide and general definition which embraced many cases which, unfortunately, were not within the English law on the same subject. In English law a person was responsible as a bailee where the article had to be redelivered *in specie*, but not where he was at liberty to convert it into something else before redelivery. The charges against the prisoner did not make out an offence of that nature. Section 75 of the Larceny Act of 1861 provided for the punishment of fraudulent bailees of a particular class—bankers, attorneys, and agents; but in that case the English law (differing from the French law) required a direction in writing as to the disposal of the property, and therefore a charge under that section could not be sustained against the prisoner. Section 76, again, was narrower than the French law, for it related only to certain classes of bailees, and the property must have been intrusted for safe custody; but as to four out of the nineteen cases which were brought forward against the prisoner, it appeared that there was evidence which would justify the committal of the prisoner for the crime specified in that section. It was objected that the prisoner was really charged with embezzlement, and that he was not a clerk or servant; but the word embezzlement really had a wider signification; the crimes specified in sections 75 and 76 were forms of embezzlement; and, besides, embezzlement was merely the translation of the more comprehensive terms used in the French warrant. Therefore, the objections failed, and the rule must be discharged. WILLS, J., concurred. It was sufficient if the terms used in the English warrant corresponded in substance with those of the French warrant. It was humiliating to think that a large part of the crimes alleged against this prisoner were not punishable by English law. But fortunately section 76 was applicable to four of the charges. It was said that because some of the charges upon which the prisoner was committed were not punishable by English law, therefore the warrant was bad altogether. That was not so; it was sufficient to justify extradition if there were facts establishing that some crimes, according to English law, had been committed. Rule discharged.—COUNSEL, *Sir R. E. Webster*, A.G., *Sir E. Clarke*, S.G., and *H. Sutton*; *J. P. Grain* and *Eldridge*. SOLICITORS, *The Solicitor to the Treasury*; *Solomon Myers*.

Bankruptcy Cases.

Re **MIRAMS**—Q. B. Div., 20th February.

BANKRUPTCY OF CLERGYMAN—CHAPLAIN OF WORKHOUSE—CHARGE GIVEN ON SALARY—VALIDITY OF CHARGE—PUBLIC POLICY.

In this case the bankrupt is chaplain at the Birmingham Workhouse and Workhouse Infirmary, his joint stipend or salary being £250 per annum. The joint appointment is solely in the hands of the Birmingham Guardians, and the chaplain is elected by a majority of votes, his salary being paid out of the rates. The case arose out of a motion made in the county court by the official receiver as trustee of the bankrupt's estate, for a declaration that the stipend or salary of the bankrupt as chaplain to the Birmingham Guardians vested in him as trustee in the bankruptcy, and to restrain one W. G. Coulton from receiving any portion of the said stipend or salary, which he claimed in respect of an assignment given to him by the bankrupt to secure payment of the sum of £49. The consideration for the assignment was admitted, but it was contended on behalf of the trustee in the county court, that any assignment of the bankrupt's stipend was void or voidable as being contrary to public policy—(1) because the bankrupt was a public officer, holding a public appointment and paid out of the public funds; (2) because he was a clerk in holy orders and his salary was payable to him in respect of the care of souls and the conduct of the services of the church. It was contended for the respondent that the office held by the bankrupt was not an office of State, to which alone the doctrine of public policy applied, and, further, that the alienation of a clerical stipend was only void or voidable under the statute of 13 Eliz. c.

20, which related solely to charges by beneficed clergy on their benefices. The question, being one of difficulty, was referred in the form of a special case by the county court judge to the High Court for decision, the questions for the opinion of the High Court being—(1) whether the assignment to Mr. Coulton was void or voidable in so far as related to the assignment of or charge upon the aforesaid stipend; (2) whether the said salary or stipend vested in the trustee as and when received by the bankrupt.

CAVE, J., said that the question was whether a charge given by the bankrupt on his salary as chaplain of the Birmingham Workhouse and Workhouse Infirmary was void on the ground of public policy. As was well known, certain kinds of contracts had been held void at common law on this ground, a branch of the law, however, which certainly should not be extended, as judges were more to be trusted as interpreters of the law than as expounders of what was called public policy. The court had been referred to *Grenfell* v. *Dean and Canons of Windsor* (2 Beav. 544) and *Ex parte Huggins* (21 Ch. D. 85) as containing the clearest exposition of the law on this subject. In the former case it was pointed out that in order to avoid the assignment of the pay or salary of an officer on this ground, the office must be a public one, or in some way connected with the public service, and that the public was interested not only in the performance from time to time of the duties of the office, but also in the fit state of preparation of the party having to perform them. On the former ground the pay or salary of persons in the service of the Crown, and on the latter ground the half-pay of officers in the military or naval service could not be assigned. Similarly, in *Ex parte Huggins*, it was laid down that pay given to induce persons to keep themselves ready for the service of the Crown, and pay for actual services rendered to the Crown, could not be assigned. On these grounds it was held that the salary of a clerk of the peace, a freehold office connected with the administration of justice, could not be assigned: *Palmer* v. *Bate* (2 Brod. & Bing. 673). Nor could the salary of an assistant parliamentary counsel to the Treasury: *Cooper* v. *Reilly* (2 Sim. 560). It was in consequence of some of the expressions made use of by the Master of the Rolls in *Grenfell* v. *Dean and Canons of Windsor* that the present case had been stated for the opinion of the High Court, the county court judge entertaining some doubt whether a clergyman having the care of souls was not a public officer within the meaning of the principle in question. Those doubts, though natural, did not appear to be warranted by any decided case. It had never been held that a clergyman having the care of souls, was a public officer, and the doctrine in question ought not to be extended. At common law a beneficed clergyman could charge his benefice, and although that was made unlawful by the 13 Eliz. c. 20, yet when that Act was repealed by the 43 Geo. 3, c. 84 in 1803, a charge given between 1803 and 1817, when the 43 Geo. 3, c. 84 was repealed and the 13 Eliz. c. 20 was revived by the 57 Geo. 3, c. 99, was held valid: *Metcalfe* v. *The Archbishop of York* (1 My. & Cr. 547). To make the office a public office the pay must come out of the national and not out of local funds; the office must be public in the strict sense of that term. It was not enough that the due discharge of the duties of the office should be for the public benefit in a secondary and remote sense. The answer to the first question, therefore, must be that the charge was not invalid on the ground suggested. With regard to the second question, during the continuance of the bankruptcy and of the office the salary subject to the charge vested in the trustee as property of the bankrupt within section 44 of the Bankruptcy Act, 1883, subject to the power of the court to make an order under section 53, sub-section (2), appropriating the salary in the manner therein pointed out.—COUNSEL, *Muir Mackenzie; T. W. Chitty.* SOLICITORS, *The Solicitor to the Board of Trade; Hulbert & Crowe* for *Coulton*, Birmingham.

LAW SOCIETIES.

THE SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

At the sixteenth annual general meeting of the society, held on the 26th ult.—Present: Mr. Joseph Binney in the chair, and Messrs. Allen, Ashington, J. C. Auty, Bagshawe, C. Barker, Bennett, A. J. Binney, J. Binney, Bowman, Brailsford, Bramley, G. E. Branson, Bromley, Chambers, W. E. Clegg, Cole, Esam, Foster, Greaves, F. L. Harrop (Rotherham), Howe, Kesteven, A. E. Maxfield, Neal, D. M. Nicholson, Parker, Pickford (Rotherham), Porrett, Pye-Smith, C. H. Smith, W. Smith, W. F. Smith, Tasker, Taylor, Van Wart, Vickers, Wells (Eckington), J. B. Wheat, A. M. Wilson, and Willis (Rotherham).

The notice convening the meeting, and the report, as printed, having been taken as read, it was resolved:—

1. That the report presented by the committee be received, confirmed, and adopted.

2. That the accounts of Mr. Broomhead-Colton-Fox, the treasurer for the past year, be approved and passed, and that the thanks of the society be given to him for his services.

3. That the cordial thanks of the society be given to Mr. Joseph Binney, the president, for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

4. That the cordial thanks of the society be given to Mr. Herbert Bramley for the able manner in which he has discharged the office of honorary secretary from the commencement of the society.

5. That the best thanks of the society be given to the gentlemen who have served on the committee for the past year.

6. That Mr. Arthur Wightman be elected the president; Mr. Harry Walker Chambers be elected the vice-president; Mr. Broomhead-Colton-Fox be re-elected the treasurer; and Mr. Herbert Bramley be re-elected the secretary of the society.

7. That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution as the committee for the ensuing year—viz., Messrs. Ashington, Bagshawe, Bennett, J. Binney, G. E. Branson, W. E. Clegg, Hallewell (Chesterfield), A. E. Maxfield, Pashley (Rotherham), Porrett, Sandford, W. Smith, Stacey, Tasker, and Webster.

8. That Messrs. Esam and Coombe be appointed the auditors of the society for the ensuing year, and that the best thanks of the society be given to Messrs. Nicholson and Stacey for their kindness in auditing the accounts for the last year.

9. That the thanks of the society be given to Mr. C. B. Stuart Wortley, M.P., for his attention to the matters laid before him by the committee, and for prints of the public Bills brought into the House of Commons during the past session, which he has forwarded to the committee.

That the thanks of the meeting be given to the chairman for presiding.

The following are extracts from the report of the committee:—

Members.—The number of members is now 151.

The Land Transfer Bill.—This Bill has not been reintroduced this year, and though arrangements for opposing it were discussed at the meeting of the Associated Provincial Law Societies, in March last, they were rendered unnecessary, on account of its non-introduction. It can, however, by no means be regarded as finally dropped.

The Public Trustee Bill.—The committee considered this Bill, and passed a resolution strongly disapproving of it, and the secretary communicated their resolution to the local members of Parliament, requesting them to oppose the Bill on its second reading. It had eventually to be dropped. The Government have given notice of their intention to bring in a Public Trustee Bill during the present session. Several private members have also introduced a Bill having the same object.

Remuneration of private trustees.—A communication was received from the Manchester Incorporated Law Association, accompanied by a report on the above subject, but the secretary was desired to write in reply, and say that, in the opinion of your committe, no statutory provision should be made for the payment of private trustees.

Registration at Wakefield.—The committee considered the question of registering, at Wakefield, wills or letters of administration affecting leasehold estate only, and passed a resolution, which has already been communicated to members, that it was unnecessary to register them.

Stamps on contracts for sale.—The committee, in view of the desirability of assuring a uniform practice in such cases, reaffirmed the resolution passed on the 14th of December, 1877, that the vendor's solicitor should furnish to the purchaser, or his solicitor, a duplicate of the contract, *duly stamped*, without any cost to the purchaser.

Solicitor-mortgagees.—In connection with this subject, attention is directed to the case of *Re Wallis* (25 Q. B. D. 176), in which the Court of Appeal appears to have decided that a solicitor-mortgagee may charge profit costs in connection with mortgage security, if there is an express contract to that effect, thus somewhat modifying the harshness of the rule apparently laid down in *Field* v. *Hopkins* (W. N., Jan. 25, 1890) and *Re Roberts* (43 Ch. D. 52) noticed in the last report. A recent case has just been decided on the same lines—*Stone* v. *Lickorish* (*ante*, p. 245)—in which it was stated that, prior to the decision in *Re Wallis*, six out of the seven taxing masters always allowed profit costs, but since, three of the six had discontinued to do so. It is understood, however, that the Incorporated Law Society are only waiting the advent of a favourable test case in order to have the question thoroughly settled.

Residuary accounts.—The committee have had under consideration the inconvenience caused by section 21, sub-section 2, of the Customs and Inland Revenue Act, 1888, under which legacies payable out of a mixed fund, under the usual trust for sale, have to be apportioned for duty purposes between the realty and personalty in a residuary account. The secretary wrote to Mr. Williamson, who replied that the Incorporated Law Society would take up the matter if the committee would formulate some definite scheme. The committee are now taking steps to do this, and would be glad if any member who has a suggestion to make would communicate it to the secretary.

Succession accounts on sales.—The question of including succession accounts, when retained by the vendor in an acknowledgment of right of production, particularly with regard to recent legislation, was brought before the committee at their meeting on the 29th of January, 1891. The following resolution, unanimously passed by the committee of the society in 1877, was read:—"The committee recommend that the vendor should covenant to produce succession duty accounts, when he retains them, on the ground that they relate to other property. That in such case he should furnish, at his own expense, a full copy of so much of the account as relates to the property sold. That where the account relates exclusively to the property sold, the vendor should hand it over to the purchaser." And the committee saw no reason to alter that resolution. As the committee have been informed that several firms in Sheffield do not carry out the recommendation, it has been thought well to again refer to the subject.

CHESTER AND NORTH WALES INCORPORATED LAW SOCIETY.

The annual meeting of this society was held on the 27th ult., Mr. S. Smith (president) in the chair. The report of the committee and the hon. treasurer's accounts for the past year were received and adopted.

The following officers of the society were unanimously elected for the ensuing year:—Mr. J. Allington Hughes, of Wrexham, president; Mr. J. Gamon, of Chester, vice-president; Mr. F. E. Roberts, of Chester, hon. treasurer; and Mr. R. Farmer, of Chester, hon. secretary.

The following gentlemen are the committee for the year:—Messrs. G. Boydell, W. H. Churton, E. S. Giles, S. Smith, and A. E. Caldecutt, of Chester; Mr. T. Bury, of Wrexham; Mr. T. T. Kelly, of Mold; Mr. F. Cooke, of Crewe; and Mr. J. Parry Jones, of Denbigh. Messrs. F. W. Sharpe and C. P. Douglas, both of Chester, were re-elected hon. auditors.

The Public Trustee (Government) Bill was discussed, and delegates appointed to attend a meeting in London on the 5th of March, convened by the secretary of the Associated Provincial Law Societies.

The annual dinner was held at the Grosvenor Hotel, Chester, after the meeting.

The following are extracts from the report of the committee:—

Members.—The society now numbers seventy-eight members.

Clerks to county justices.—At the invitation of the secretary of the Incorporated Law Society (U.K.), the opinion of your committee upon certain points connected with the employment of county justices' clerks as solicitors for the prosecution on the trial at assizes and quarter sessions was expressed in a series of resolutions, one of which stated that your committee were of opinion that the disqualification which already exists in boroughs where justices' clerks are prohibited from conducting prosecutions at assizes or quarter sessions in cases committed by the borough justices ought to be extended to county justices' clerks.

Solicitors' certificate duty.—In response to a letter from the chairman of the United Law Society, your committee intimated their opinion that it was not expedient to abolish the duty.

Land Transfer Bill.—The president and Mr. T. Bury, in accordance with the resolution passed at the last annual meeting, attended the meeting in London of the Associated Provincial Law Societies and the conference of the Associated Provincial Law Societies with the Incorporated Law Society (U.K.) held in March last, in view of the proposed introduction by the Government of a Bill similar to that of the preceding session, and preparations were made by your committee to assist the Incorporated Law Society (U.K.) in strenuously opposing it. The deputation appointed at the last annual meeting also had an interview with Mr. R. A. Yerburgh, M.P. for the City of Chester, when the objections to the proposed Bill were laid before him at some length. The Bill, however, was not introduced, and this may well have been in consequence of the organized opposition set on foot by the law societies.

Public Trustee Bill, 1890.—This Bill, which was introduced into the House of Lords last session by the Lord Chancellor, and passed that House, was carefully considered by your committee, with reports of the Incorporated Law Society (U.K.) and the Liverpool Law Society thereon. Your committee concurred in the views expressed by the Liverpool Law Society in opposition to the measure, and considered that legislation should rather proceed in the direction of mitigating the hardships now imposed upon trustees. They, therefore, requested the members of Parliament to vigorously oppose the measure, and they are glad to record that it did not pass into law. They observe, however, that a Government Bill dealing with the subject is to be introduced in the present session, and that a Bill which was introduced into the House of Commons last year by Mr. Howard Vincent and others has been reintroduced.

UNITED LAW SOCIETY.

March 2—Mr. C. W. Williams in the chair.—The evening was devoted to business. On the 9th Mr. H. W. Marcus will read a paper giving his experiences during his recent visit to Canada. A discussion on the political situation will follow.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—March 3—Mr. Marshall in the chair.—The subject for discussion, "That this society disapproves of the Religious Disabilities Removal Bill," was opened by Mr. J. Cornelius Wheeler. Mr. H. Foden Pattinson opposed. The debate having been declared open, the following gentlemen spoke:—In the affirmative: Messrs. Hinchliff, Harcourt, Alder, and Thirlby; in the negative: Messrs. Archer-White, Nimmo, Watson, and Baldwin. Mr. Wheeler replied. On the motion being put to the meeting it was lost by a majority of two. There was a large number of members present.

LEGAL NEWS.

OBITUARY.

Mr. Henry Mason, sen., solicitor, died at his residence, The Mardens, Caterham, on the 28th ult., at the age of seventy-seven. He was the son of Mr. Thomas Mason, formerly of High Holborn and Finchley, and was born on the 19th of November, 1813. He was articled to his uncle, the late Mr. Ralph Lindsay, a member of the firm of Alcock, Corner, & Lindsay, of Southwark. He was admitted a solicitor in 1835, and commenced practice at Rye, in Sussex, where he married his first wife, Fanny, daughter of Mr. John Chapman, of Lewes. After a short time Mr. Mason returned to London to join his uncle, Mr. Lindsay, with whom he remained in partnership until the latter's retirement from business. Mr. Mason was in 1868 joined in partnership by Mr. Thomas Challen Greenfield, and later by his eldest son, and remained, until his retirement in 1888, the senior member of the firm of Lindsay, Mason, Greenfield, & Mason, of 84, Basinghall-street, London. He enjoyed for many years a considerable private practice, and filled the post of steward of the Manor of Epsom until his death. Mr. Mason, having lost his first wife, married, in July, 1855, Alice, the eldest daughter of the late Mr. Thomas Ashton, of Darwen, Lancashire. She and eight children of their marriage survive him.

Mr. Charles Gatliff, solicitor, who died on the 15th of January last, in his eighty-first year, was born at Harrogate, in Yorkshire, on the 13th of September, 1810. He was the son of Mr. Thomas Gatliff, of Leeds. He was educated at Leeds, and came up to London at an early age. He was articled to Mr. Charles Bischoff, of the firm of Bischoff & Coxe, of 19, Coleman-street. He was admitted in 1835, and commenced business in Lawrence-lane, in the City, and afterwards practised at 19, Coleman-street and 3, Finsbury-circus. Mr. Gatliff combined with much ability and energy great courtliness of manner and kindness of disposition. He was the pioneer of the movement for improving the dwellings of the poor in the year 1841, and was the first to call the attention of the country to the necessity for the improvement of such dwellings. Mr. Gatliff was a perpetual commissioner and a commissioner for oaths.

APPOINTMENTS.

Mr. Frank Edwin Barber, solicitor (of the firm of Carter & Barber), of No. 6½, Austinfriars and Walthamstow, has been appointed a Commissioner for Oaths. Mr. Barber was admitted a solicitor in January, 1876.

Mr. Charles Edward Bloomer, solicitor (of the firm of Pearce-Jones & Co.), of No. 33, John-street, Bedford-row, and Watford, Herts, has been appointed a Commissioner for Oaths. Mr. Bloomer was admitted a solicitor in November, 1884.

Mr. James Douglas Buckton, solicitor (of the firm of Greenall & Buckton), of Warrington, has been appointed a Commissioner for Oaths. Mr. Buckton was admitted a solicitor in February, 1884. He is coroner for Warrington, and clerk to the Commissioners of Land, Assessed, and Income Tax for Warrington.

Mr. Frederick Shorthouse Bowen, solicitor (of the firm of Bowen & Plant), of Stourbridge and Birmingham, has been appointed a Commissioner for Oaths. Mr. Bowen was admitted a solicitor in November, 1884.

Mr. William Boyle, solicitor (of the firm of Mearns & Boyle), of Liverpool and St. Helens, has been appointed a Commissioner for Oaths. Mr. Boyle was admitted a solicitor in September, 1884.

Mr. James Lane Brooks, solicitor (of the firm of Lamb, Brooks, & Sherwood), of Aldershot, Basingstoke, and Odiham, has been appointed a Commissioner for Oaths. Mr. Brooks was admitted a solicitor in December, 1884.

Mr. Samuel Crossley, solicitor, of Blackburn, has been appointed a Commissioner for Oaths. Mr. Crossley was admitted a solicitor in December, 1884.

Mr. Joseph Cooper, solicitor (of the firm of W. & J. Cooper), of Lytham, has been appointed a Commissioner for Oaths. Mr. Cooper was admitted a solicitor in November, 1884.

Mr. Samuel Parks Clare, solicitor, of No. 25, Fenchurch-street, E.C., and Lewisham, has been appointed a Commissioner for Oaths. Mr. Clare was admitted a solicitor in 1865, after having passed his final examination with honours.

Mr. Frances W. Preston, M.A., solicitor (of the firm of Hewlett & Preston), of 2, Raymond-buildings, Gray's-inn, London, has been appointed a Commissioner for Oaths.

Mr. William J. Read, solicitor, of Blackpool, has been appointed a Commissioner for Oaths. Mr. Read was admitted a solicitor in January, 1885.

Mr. W. Lenn West, LL.B. Lond., solicitor, of 15, Lincoln's-inn-fields, London, has been appointed a Commissioner for Oaths. Mr. West was admitted a solicitor in November, 1884.

Mr. Trevor Caswell Edwards, solicitor (of the firm of Williams & Edwards), of Wakefield, has been appointed a Commissioner for Oaths. Mr. Edwards was admitted a solicitor in June, 1878. He is solicitor to the County Council for the West Riding of Yorkshire.

Mr. Walter Henry Foster, solicitor, of Sheffield, has been appointed a Commissioner for Oaths. Mr. Foster was admitted a solicitor in July, 1882.

Mr. Edward Frederick Green, solicitor (of the firm of Cheese & Green), of No. 123, Pall Mall, S.W., St. Margaret's, Twickenham, and Fulham, has been appointed a Commissioner for Oaths. Mr. Green was admitted a solicitor in January, 1885.

Mr. George Harley, solicitor, of Liverpool, has been appointed a Commissioner for Oaths. Mr. Harley was admitted a solicitor in August, 1884.

Mr. John George Clabburn, solicitor (of the firm of Oldman & Clabburn), of No. 2, Old Serjeants'-inn, Chancery-lane, W.C., and Chiswick, has been appointed a Commissioner for Oaths. Mr. Clabburn was admitted a solicitor in November, 1883.

Mr Rowland Benjamin Cliff, solicitor, of Blackburn, has been appointed a Commissioner for Oaths. Mr. Cliff was admitted a solicitor in December, 1884.

Mr. Richard Chinn, solicitor, of Hampton-in-Arden and Birmingham, has been appointed a Commissioner for Oaths. Mr. Chinn was admitted a solicitor in August, 1887.

Mr. Richard Fisher Chorley, solicitor, of Kendal, has been appointed a Commissioner for Oaths. Mr. Chorley was admitted a solicitor in January, 1885.

CHANGES IN PARTNERSHIPS.

Dissolution.

Thomas Williams and Thomas Henry Whiteley, solicitors (Williams & Whiteley), Neath, Aberavon, and Briton Ferry. Feb. 16.

[*Gazette*, March 3.

GENERAL.

The *Times* Calcutta correspondent says:—"The condition of the Calcutta Small Cause Court is exciting grave dissatisfaction, especially among the mercantile community. The president of the Chamber of Commerce, on a recent public occasion, said it had become a serious question for merchants whether they had not better pay unjust and forego just claims, rather than submit to the vexatious and harassing delays of that court. This state of things arises from the fact that the court is overburdened with work, its jurisdiction having been increased some years ago and more complicated procedure introduced, while no addition has been made to its judicial strength."

At the Marylebone Police Court vestries and other corporate bodies have been in the habit of sending officers in their employ to conduct cases in which they prosecuted. Mr. Cooke on Wednesday took occasion to say most emphatically that in future he should only hear such persons on oath, and not permit them to make speeches. He thought that it was disrespectful to the court that legal representatives did not attend. These observations were called forth by the School Board authorities and the Paddington vestry. Recently the St. Pancras vestry appointed a clerk with no legal training to represent them, and the magistrate positively refused to hear him.

On Monday Mr. Justice Cave took his seat on the bench and proceeded with the hearing of a case in the Queen's Bench Division Court No. 8 with a Middlesex special jury. After about half an hour his lordship complained that the court was too cold for him to sit in it, and adjourned for one hour in order that the temperature of the court might be raised. After more than an hour's absence from court his lordship returned, and found the temperature still so low that he said he could not sit in it, as he had a bad cold. It was then arranged that the jury should be discharged, and that his lordship should sit in his private room. Subsequently, however, the temperature began to rise, and his lordship, after all, sat in court, some two hours having been lost.

On the 27th ult., in the House of Commons, Mr. Channing asked the Secretary of State for the Home Department whether his attention had been called to the statement made recently at the Liverpool assizes by Mr. Justice Wills, to the effect that the practice of magistrates' clerks acting as prosecuting solicitors in cases where they had a direct interest in the number of convictions was an "abominable system." Mr. Matthews said: "I have seen the statement of the learned judge. The practice condemned by him is that of clerks to the justices acting as prosecuting solicitors in the cases of persons as to whose committal they have, at an earlier stage, advised the justices. If they afterwards prosecute at sessions or assizes, and thereby earn the allowance for costs, it may be alleged that they have an interest in obtaining as many committals as possible. But their salaries as clerks to the justices are not affected by the number of convictions. The practice is, no doubt, theoretically indefensible, and I will consult the Attorney-General on the question whether it produces any practical evils calling for legislation."

The Lord Chancellor, speaking at the dinner of the Associated Chambers of Commerce on Wednesday, is reported by the *Standard* to have said: "I confess I am very much impressed by the sanguine views that the president put before you with regard to the Bankruptcy Acts. The first year that I was called to the bar there was a Bankruptcy Act which was going to effect everything. From that time to this there have been Bankruptcy Acts brought forward with equal hopes of concluding all the discussions that could ever take place upon the laws of bankruptcy. I would desire to point out, therefore, that a Bill may pass without sufficient consideration and which may not have the effect contemplated by its author. In its Acts Parliament occasionally uses language which is ambiguous, which an ordinary citizen does not immediately appreciate, and gives interpretations slightly embarrassing to her Majesty's judges, such, for instance, as 'For the purpose of this Act a horse shall mean a cow.' But, although Parliament has said that, I am disposed to think, as a matter of natural history, a horse will remain a horse, and a cow a cow. Again, I will give you an example of what I believe has caused great commercial mischief, and introduced confusion in the law. A legislator thought it would be desirable to indite an Act for the protection of execution creditors and one for the protection of borrowing debtors, and the result is that that which was intended for the protection of the execution creditor has occasionally operated entirely to defeat him, and that which was intended for the protection of the borrower has been so illusory that the courts have been unable to give effect to it."

At the meeting on Wednesday of the Committee of the House of Commons on the Central London Railway Bill, of which Mr. Hanbury is chairman, Mr. Bidder, Q.C., rose to cross-examine a witness, whereupon the chairman said: We cannot hear you. You have not been present during the examination-in-chief. Your junior, Mr. Moon, was present, and can conduct the cross-examination. Mr. Pope, Q.C., on behalf of the bar, respectfully protested against the ruling of the chairman. It was a new practice, which was discussed last year before a committee on a very important Bill, and after consultation with the authorities, the House withdrew their objection. It would affect not only the bar, but clients as well, as everybody would be obliged to employ more counsel if the ruling were persisted in. Mr. Saunders, Q.C., supported Mr. Pope's protest. The chairman: I will take a note of your objection, but I adhere to my rule. Mr. Bidder, Q.C.: Then, sir, I must bow to your ruling, and retire from the room. It is not the practice of the courts. There is no standing order to this effect; it is not the practice of the other House of Parliament, and it is not the practice of this House in other cases. The chairman: It is simply to save time. It very often happens that a counsel comes into the room who has never heard anything of the examination-in-chief, and he asks a lot of questions which would never have been asked if he had heard the examination. Mr. Pope, Q.C.: If you would interpose your authority when counsel was going over ground which had already been covered, it would have the desired effect. The committee deliberated. The Chairman: The committee have decided to allow you to cross-examine on this occasion, Mr. Bidder.

The *Times* says:—"From the return of sittings in county courts recently presented to Parliament it appears that 11 of the county court judges held less than 189 sittings during the year 1889. Mr. H. Fowler will on Monday ask the Attorney-General whether any steps will be taken to put in force the 10th and 13th sections of the County Courts Act, 1888, so as to secure more frequent sittings of the courts for the benefit of the suitors, and to provide for a redistribution of judicial work among the judges.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, March 9	Mr. Pemberton	Mr. Jackson	Mr. Leach
Tuesday 10	Ward	Clowes	Godfrey
Wednesday 11	Pemberton	Jackson	Leach
Thursday 12	Ward	Clowes	Godfrey
Friday 13	Pemberton	Jackson	Leach
Saturday 14	Ward	Clowes	Godfrey
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer.**
Monday, March 9	Mr. Farmer	Mr. Carrington	Mr. Beal
Tuesday 10	Rolt	Lavie	Pugh
Wednesday 11	Farmer	Carrington	Beal
Thursday 12	Rolt	Lavie	Pugh
Friday 13	Farmer	Carrington	Beal
Saturday 14	Rolt	Lavie	Pugh

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Estcourt.—March 2, at Northampton, the wife of Rowland M. Estcourt, barrister-at-law, District Auditor to the Local Government Board, of a daughter.

Soulsby.—Feb. 26, at Burleigh House, Scarborough, the wife of Hugh Richard Soulsby, of the Inner Temple, barrister-at-law, of a daughter.

MARRIAGES.

Linley—Hawthorne.—Feb. 28, at All Souls' Church, Manchester, Samuel Herbert Linley, of Stone, Staffordshire, solicitor, to Edith Mary, only surviving daughter of the late Dr. Arthur Neville and Anne Hawthorne, of Eccleshall, Staffordshire.

Wynne—Bell.—March 2, at St. Mary Abbotts, Kensington, Walter William Wynne, solicitor, to Sophie Eleanor Home, daughter of David C. Bell, of Washington, D.C.

DEATH.

Angell.—March 2, at Belgrave House, Chiswick, Thomas John Angell, solicitor, late of Maida Hill, aged 74.

WINDING UP NOTICES.

London Gazette.—Friday, Feb. 27.

JOINT STOCK COMPANIES.

Limited in Chancery.

Association of Property Owners, Limited—Chitty, J, has, by an order dated Feb 5, appointed William Williams, 13 and 14, King st, Cheapside, to be official liquidator

Mount Britten (Queensland) Gold Mines, Limited—Kekewich, J, has, by an order dated Feb 19, appointed Thomas Equator Young Berrey, 10, Trinity sq, to be official liquidator

Noel, Limited—Petn for winding up, presented Feb 26, directed to be heard before the Court on March 7. Ellis, South sq, Gray's inn, solor for petners

TARRYALL CREEK GOLD CO, LIMITED, formerly called the NOUVEAU MONDE GOLD MINING CO, LIMITED—Petn for winding up, presented Feb 26, directed to be heard before Stirling, J, on Saturday, March 7. Wyatt & Barraud, St Mildred's ct, solors, the petners

FRIENDLY SOCIETIES DISSOLVED.

SANCTUARY QUEEN VICTORIA, a Branch of the London District Ancient Order of Shepherds Friendly Society, King of Prussia Inn, Southall. Feb 23

WIGAN ENGINEMEN'S FRIENDLY SOCIETY, Bull's Head Hotel, Market place, Wigan, Lancaster. Feb 24

SUSPENDED FOR THREE MONTHS.

COURT VILLAGE PRIDE FRIENDLY SOCIETY, Albion Inn, Boughton, Maidstone, Kent. Feb 24

London Gazette.—TUESDAY, March 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

MAURITIUS GAS CO, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Archibald Tennent Eastman, 23, Bucklersbury

MYSORE AND MALABAR GOLD MINING CO, LIMITED—Creditors are required, on or before March 26, to send their names and addresses, and the particulars of their debts or claims, to Robert Greenwood Alford, 26, Basinghall st

PATENT LOCK NUT CO, LIMITED—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to Arthur Francis Whinney, 8, Old Jewry

SWEDISH AND NORWEGIAN RAILWAY CAR TRUST CO, LIMITED—Stirling, J, has, by an order dated Dec 18, appointed Frederic John Young, 41, Coleman st, to be official liquidator

WEST HALKYN MINING CO, LIMITED—Creditors are requested, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to William Adams, 12, Pancras lane. Bennett & Leaver, Moorgate st, solors for liquidator

W. J. NORRIS & BROTHER, LIMITED—Creditors are required, on or before March 24, to send their names and addresses, and the particulars of their debts or claims, to Joseph Shaw Lees, Old Market, Halifax. Wavell & Co, Halifax, solors for liquidator

UNLIMITED IN CHANCERY.

NINTH COMMERCIAL THIRTY POUNDS FUNDING SOCIETY—Creditors are required, on or before March 28, to send their names and addresses, and the particulars of their debts or claims, to Thomas Cresswell Parkin, Bank st, Sheffield. Wednesday, April 8, at 12, is appointed for hearing and adjudicating upon the debts and claims

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 3.

BURR, JAMES HENRY, Standon, Hertford, Baker. March 17. Rainbow v Burr, North, J. Sworder, Hertford

GREAVES, THOMAS HENRY, jun, Small Heath, Birmingham, Licensed Victualler. April 4. Brough v Greaves, Stirling, J, Blewitt & Reynolds, Birmingham

SMETHAM, JOHN OSBORNE, King's Lynn, Esq. March 25. Plowright v Bennell, North, J. Beloe, King's Lynn

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 24.

BASELEY, JOSEPH, Northampton, Farmer. March 31. Boycott, Northampton

CLARK, GEORGE, Swinefleet, Yorks, Gent. April 8. England & Son, Goole

COCKING, WILLIAM, St Helen's, Gent. March 31. Barrow & Cook, St Helen's

CRAGG, SUSAN, Annesley Woodhouse, Notts. April 6. Turner & Barrow, Nottingham

DARBYSHIRE, ELLEN, Lymm, Chester. April 3. Ridgway & Worsley, Warrington

DAVIES, JOHN, Cardiff, retired Innkeeper. April 2. Lewis, Cardiff

DODSON, SARAH, Salop, nr Wolverhampton. March 25. Wade, Shrewsbury

EWENS, HENRY, Winchester, Grocer. March 21. Dowling, Winchester

FIELD, GEORGE, Sheen, Pontiac, Quebec, Canada, Farmer. May 5. Bird & Eldridge, Gt James st, Bedford row

GARRETT, ROBERT HENRY, Weston super Mare. March 28. Foord, Philpot lane

HANDFORD, HANNAH HARRIET, Wallington, Surrey. March 25. Wood & Co, Gt James st, Bedford row

HANSON, EDWARD, Wyke, Yorks, Licensed Victualler. March 18. Mossman & Co, Bradford

HARE, FRANCES AGNES, Camp hill, Birmingham. March 28. O'Connor, Birmingham

HEDLEY, THOMAS, Fenham terrace, Newcastle upon Tyne. March 30. Armstrong & Son, Newcastle upon Tyne

HENN-GENNYS, WILLIAM RICHARD HALL, Tamerton Foliott, Devon, Esq. March 31. Cooke & Co, Bristol

HINDLEY, THOMAS, Upholland, nr Wigan, Agent. April 6. Darlington & Sons, Wigan

HORTON, ABRAHAM, Birmingham, Wine Merchant. March 25. Bloxham & Co, and Parr & Hasell, Birmingham

HUXLEY, JOSEPH, Leeds, Milliner. March 31. Clarke & Son, Leeds

KENNING, THOMAS, Liverpool, Boot Maker. March 21. Barrell & Co, Liverpool

KEWLEY, EDWARD, Liverpool, Millwright. April 3. Mackay & Cornish, Liverpool

KIDD, JAMES ROBB, Moss Side, nr Manchester, Brewer's Traveller. March 21. Preston, Manchester

LATHAM, JOHN, Shudehill, Manchester, Glass Merchant. March 31. Barrow & Smith, Manchester

MOYTHAM, AMBROSE TWIGG, Leominster, Hereford, Gent. April 20. Robinson & Son, Leominster

PLUMBE, WILLIAM, Henley on Thames, Draper. April 7. Cooper & Son, Henley on Thames

RATHBONE, HUMPHREY BARKER, Royal Leamington Spa, Gent. April 1. Stokes, Leamington

READ, GEORGE, Martlesham, Suffolk, Wheelwright. March 27. Welton, Woodbridge

ROGERS, BETSY, Horstead, Norfolk. March 25. Palmer, Norwich

SMITH, ALEXANDER WATSON, Manchester, Wine Merchant. March 31. Barrow & Smith, Manchester

STOKES, MARIA HARRIET SOPHIA, Stoke, Devonport. March 30. Bone, Frederick's pl, Old Jewry

STOKES, LYDIA, Side, Sheffield. March 24. Branson & Son, Sheffield

SUGDEN, SARAH, Wilsden, Yorks. March 20. Atkinson, Bradford

TAYLER, Rev GEORGE WOOD HENRY, Bedford, Clerk. March 19. Levett & Co, Hull

VINCENT, JACOB, Highbury pl, Solicitor. March 31. Bridgman & Willcocks, College hill, Cannon st

WALLETT, THOMAS, Bilston, Staffs, Fruit Merchant. March 24. Stratton, Wolverhampton

HERMAN, WALMESLEY, Wigan, Esq. March 25. Woodcock & Penny, Wigan

WIGHTON, THOMAS, Fairmead rd, Upper Holloway. April 6. Pyke & Minchin, Metal Exchange bldgs, Gracechurch st

YATES, JAMES, Preston, Ironmonger. April 7. Taylor, Preston

London Gazette.—FRIDAY, Feb. 27.

ASHWORTH, JAMES, Littleborough, Lancs, Manufacturing Chemist. April 4. Grundy & Co, Manchester; and Heywood & Co, Manchester

ASTERLEY, RICHARD, Newport, Salop, Gent. May 1. Liddle, Newport

BARNE, CHARLES MARK, Exmouth, Clerk in Holy Orders. March 14. Petherick & Sons, Exeter

BARTON, JOHN, Plas Idyn, nr Conway, Carnarvon, Esq. April 9. Ridgway & Worsley, Warrington

BASELEY, JOSEPH, Northampton, Farmer. March 31. Boycott, Northampton

BATEMAN, WILLIAM, Small Heath, Birmingham. March 31. Lane & Clutterbuck, Birmingham

BEACH, JANE, High st, Shadwell, Cork Manufacturer. March 25. Stoneham & Son, Fenchurch st

BLADON, THOMAS EDWARD, Aston New Town, Birmingham. March 31. Lane & Clutterbuck, Birmingham

BLEW, JOSEPH, Burnham, Somerset, retired Miller. March 20. Reed & Cook, Bridgwater

BURRELL, DANIEL, Ipswich, Gent. March 31. Kersey, Ipswich

CALDWELL, Sir ALEXANDER, Upper Berkeley st, Knt., G.C.B. March 28. Francis & Johnson, Austinfriars

CATCHPOOL, RICHARD DAVISON, Reading, Gent. April 14. Beale & Martin, Reading

CAVENDISH, CHARLES WILLIAM, Ryde, I.W., Esq. March 20. Blount & Co, Arundel st, Strand

CHILTON, FREDERICK WILLIAM, Chigwell, Essex, Farmer. April 8. Wilson & Co, Copthall bldgs

COX, LOUISA, Richmond, Surrey. March 20. Blount & Co, Arundel st, Strand

COTTAM, GEORGE, Bloomfield st, Harrow rd, formerly Assistant Secretary to Gt W Ry April 10. Garrard & Co, Suffolk st, Pall Mall East.

DAWES, EMMA, Snow Hill, Birmingham. March 28. O'Connor, Birmingham

DAWSON, JOHN, Gt Yarmouth, Gent. April 4. Waters, Gt Yarmouth

DEAR, JAMES, Winchester, Merchant. March 25. Wooldridge, Sandown, I W

DUNN, JOHN, South Molton, Devon, Gent. April 25. Riccard & Son, South Molton

DUPRE, JULIA, Quex rd, Kilburn. March 12. Young & Co, Essex st, Strand

ESPIE, ROBERT LUCAS NASH, Bristol, Gent. March 25. Murly, Bristol

FENWICK, JANE LUTWIDGE, Eaton pl. April 9. Janson & Co, Finsbury circus

FENWICK, JOHN, Easthorpe, Yorks, Farmer. April 6. H W & R Pearson, Malton

FIDDLER, MARGARET, Preston, Innkeeper. March 20. Fryer, Preston

FRANKLIN, OCTAVIUS, Arundel, Sussex, Gent. April 15. Hedges & Marshall, Wallingford, Berks

GARNER, EDWIN, Agar st, Strand, Estate Agent. March 17. Kays & Jones, New inn, Strand

GEORGE, JANE PELL, Norwich. June 1. Winter & Co, Norwich

GOTT, JOSEPH, Calverley, Yorks, Inspector of Nuisances. March 31. Beaumont, Leeds and Pudsey

GRANT, GEORGE, Christow, Devon, Gent. March 31. J. & S. P. Pope, Exeter

GRAY, MARTHA, Englefield, nr Reading. April 6. Beale & Martin, Reading

GREGORY, JOSEPH, Long Marston, Herts, Farmer. April 6. Francis & How, Chesham, Bucks

HANGER, CHARLES HENRY, Sheffield. March 25. Smith & Co, Sheffield

HEATH, CHARLES JAMES, Balham, Surrey, Esq. March 31. Coventon, Gray's inn sq

HEATH, JANE STOBT, Balham, Surrey. March 31. Coventon, Gray's inn sq

HOGG, THOMAS, Gateshead, Durham. March 25. Ryott & Swan, Newcastle on Tyne

HORNE, WILLIAM, Chaddesley Corbett, Worcs, Machinist. March 25. F & H Corbett, Worcester

HUNT, JAMES, Birmingham, Beer Retailer. March 31. Lane & Clutterbuck, Birmingham

HUNTER, WILLIAM, Newcastle upon Tyne, Registrar of Births and Deaths. April 20. Mather & Co, Newcastle upon Tyne

JONES, GEORGE, Birmingham, Beer Retailer. March 31. Lane & Clutterbuck, Birmingham

JONES, JOSEPH, Liverpool, Brewer. March 23. Tyrer & Co, Liverpool

JONES, MORGAN, Llanddewibrefi, Cardigan, Farmer. March 28. Thomas, Llandovery, Carmarthenshire

LANGFORD, WILLIAM, Ormside st, Old Kent rd, Japanner. April 8. Foster, Birchin lane

LEAKE, WILLIAM, Markfield, Leics., formerly Corn Dealer. April 18. Toone & Bartlett, Loughborough

LE BLANC, ELIZABETH, Carlisle. March 25. Francis & Johnson, Austinfriars

MACLEAN, MARIA, St Leonards on Sea. April 6. Cooper & Bake, Portman st

MALTHOUSE, JOSEPH, Hunslet, Leeds, Gent. March 28. Scott, Leeds

MANN, WILLIAM, Northumberland terrace, St Pancras. March 25. Bristow, Greenwich and John st, Adelphi

MIDLANE, MAURICE WEMYSS, Andover, Southampton, Esq. April 10. Garrard & Co, Suffolk st, Pall Mall East

PATCHETT, CHARLES, Stanningley, Leeds, Engineer. March 31. Beaumont, Leeds and Pudsey

RAPHAEL, ARTHUR LEWIS, Upper Hamilton terr. April 1. Dixon & Co, Savoy mansions, Savoy

RODGERS, JOHN, Morton, nr Bourne, Lincs, Farmer. March 17. Bell & Farr, Bourne

ROOKE, JEAN HENRY LOUIS CHAMOT, Liverpool, Merchant. March 23. Tyrer & Co, Liverpool

SILLITOE, THOMAS, Egmond, Salop, retired Farmer. May 1. Liddle, Newport

SIBS, JOHN, Stockton, Durham, Shoemaker. March 30. Watson & Co, Stockton on Tees

SPERRIN, JAMES, Blackwell, Somerset, Gent. April 11. Baker & Langworthy, Bristol

STEVENSON, WILLIAM, Hunslet, Leeds, Gent. March 28. Scott, Leeds

STOCK, FREDERICK CHARLES THEODORE, Blackburn, Wine Merchant. March 31. L. & W. Wilkinson, Blackburn

STONE, EDWARD HIPPISLEY, West Shepton, Shepton Mallet, Somerset, Yeoman. April 11. Nalder, Shepton Mallet

TOPLISS, EDWARD, Wainfleet All Saints, Lincs, Chemist. April 4. Falkner, Louth

TYLER, WILLIAM, Holloway, D.D., Minister of the Gospel. April 1. Gard & Co, Gresham bldgs, Basinghall st

TYRER, ELIZABETH, Aspull, Wigan, Innkeeper. March 22. Peace & Ellis, Wigan

WARD, FANNY, Colville st, Nottingham. March 14. Green & Williams, Nottingham

WARD, SARAH ELIZABETH, Brightside lane, Sheffield. March 28. Vickers & Co, Sheffield

WEATHERLEY, GEORGE, Churchfield rd, Ealing Dean, Journalist. March 31. Lambert, Mark lane and Ealing
WEBSTER, JOHN, Loughborough, Gent. April 18. Toone & Bartlett, Loughborough
WHITEHEAD, EDWARD WALDRON, Reading, Plumber. April 2. Beale & Martin, Reading
WILKINSON, CHARLES NELSON, Upper Tooting, Surrey, F.R.C.S. March 31. Young & Sons, Mark lane
WILKINSON, ELEANOR, Villa pl, Newcastle upon Tyne. March 27. Armstrong & Harle, Newcastle upon Tyne
WILLIAMS, JANE, Grove st, Liverpool. March 31. Masters & Rogers, Liverpool
WOOSTER, THOMAS, Great Missenden, Bucks, Gent. April 6. Francis & How, Chesham
YATES, THOMAS DIXON, Southport, Gent. April 17. Booth & Co, Leeds

London Gazette.—TUESDAY, Mar. 3.

ANDERSON, THOMAS, Haydon Bridge, Northumbld, Butcher. March 25. L C & H F Lockhart, Hexham
BATESON, JAMES, Preston, Mechanic. April 7. Bramwell, Preston
BENNETT, GEORGE THOMAS, St Julian's rd, Kilburn, Esq. April 30. Dean & Taylor, Theobald's rd
CROWDY, MARY HARRIETT, Billesley Hall, nr Alcester, Warwick. April 20. Crowdy & Son, Faringdon, Berks
DAVIES, EMMA TOUCHET, Hastings. April 1. Peake & Co, Bedford row
DAWSON, RICHARD, Brighton, Esq. April 11. Hores & Pattisson, Lincoln's inn fields
DEACON, SARAH, Wyndham st, Bryanston sq. April 10. Presswell, Queen st, Cheapside
DIXON, ELIZABETH, Worcester. March 25. Hughes & Brown, Worcester
DOBBY, JOHN, Scarborough, Gent. March 31. Chartres & Youll, Newcastle upon Tyne
FORD, THOMAS MORTIMER, Totterdown, Bristol, Merchant. April 6. Sibly & Co, Bristol
GAMBIER, CHARLES GORE GAMBIER, Bournemouth, Clerk in Holy Orders. April 11. Hores & Pattisson, Lincoln's inn fields
GROSE, HENRY, Camomile st, Merchant. April 15. Shepheards, Finsbury circus
HARGRAVES, REUBEN, Newton Heath, Manchester, Builder. March 21. Sutton & Co, Manchester
JONES, JAMES PROSSER, New Tredegar, Mon, Colliery Proprietor. April 15. Powell, Brynmawr
KNIGHT, ELIZABETH, Freemantle, Southampton. April 13. Green & Moberly, Southampton
LONG, JOHN, Wortley, Leeds, Surgeon. March 28. Harrison & Co, Leeds
LONGBOTHAM, JOSEPH, Sacriston, Durham, Gent. March 31. Graham & Shepherd, Sunderland
MACKIE, CHARLOTTE, Emsworth, Southampton. April 1. Powell & Rogers, Essex st, Strand
MARTIN, JOHN, Lewes, Sussex, Butcher. March 31. Hillman, Lewes
MASSEY, HENRY, Eccleshall, Staffs, Innkeeper. March 20. Cooper & Yates, Eccleshall
MEEK, Sir JAMES, Cheltenham, Knt. March 28. J. M. Meek, 2, Nelson terr, Coatham, Yorks
PARKINSON, ROBERT, Scarsdale villas, Gent. April 14. Radcliffes & Co, Craven st, Charing Cross
PRICE, BENJAMIN, Newport, Mon. June 1. Llewellin, Newport, Mon
RILEY, FRANCIS, Bury, Gent. April 17. Woodcock & Co, Bury
RODGERS, HENRY, Sheffield, Solicitor. May 1. Rodgers & Co, Sheffield
SCOVELL, MARIA, Anerley, Surrey. April 3. Osborn & Co, Lincoln's inn fields
SIMPSON, LOIS, Shoe lane, Publisher. April 8. Martelli, Staple inn
SNOW, FREDERICK AUGUSTUS, Gt St Thomas Apostle, Esq. March 31. Snow & Co, Gt St Thomas Apostle, Queen st
STEPHENSON, JEAN, Newcastle upon Tyne, Grocer. At once. Fisher & Williamson, Newcastle upon Tyne
TAILBY, EDWARD, Edgbaston, Birmingham, Gent. March 16. Beale & Co, Birmingham
TAYLOR, ELIZABETH, Sedbergh, Yorks. April 25. Dobson, Kendal
TELFORD, MARY, New Brompton, Kent. March 10. Greathead, Rochester
THOMAS, ARTHUR, Sheffield, Solicitor. May 1. Rodgers & Co, Sheffield
TOPHAM, JOHN, Guildford, Surrey, Esq. March 31. Potter & Crundwell, Guildford
TOWNSEND, CHARLES SAMUEL, Hassard st, Hackney rd, Commercial Traveller. April 14. Whittington & Co, Bishopsgate st Without
WADE, ANN, Colchester. March 28. Whittey & Denton, Colchester
WALKER, ELLEN BARBER, Malvern, Wells. March 25. Hughes & Brown, Worcester
WILLIAMS, ROBERT, Portmadoc, Carnarvon, Master of Schooner "Secret." March 31 Glynne & Co, Bangor
WORTHINGTON, RICHARD, Mincing lane, Tea Merchant. April 1. Travers & Co, Throgmorton avenue

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 27.

RECEIVING ORDERS.

ALLEN, ROBERT, Boston, Lincs, Draper Boston Pet Feb 24 Ord Feb 24
BAMBER, ELIZABETH BOLT, Preston, Fruiterer Preston Pet Feb 24 Ord Feb 24
BARKER, FARINI ARTHUR, Fulham rd, Pianoforte Dealer High Court Pet Feb 24 Ord Feb 24
BENTHAM, GREENWOOD, Halifax, Innkeeper Halifax Pet Feb 23 Ord Feb 23
BINNIAN, THOMAS WILLIAMS, Kidderminster, Builder Kidderminster Pet Feb 24 Ord Feb 24
CAMERON, DUNCAN, JOHN FERGUSON, and FREDERICK NAPOLEON GULLICK, Salisbury ct, Fleet st, Manufacturing Stationers High Court Pet Dec 31 Ord Feb 27
CASSELL, FREDERICK, Plough bridge, Rotherhithe, Asphalte Manufacturer High Court Pet Feb 23 Ord Feb 23
COXHEAD, CODRINGTON, & Co., St Helen's pl, Merchants High Court Pet Jan 30 Ord Feb 24
DAVEY, ROBERT, Luppitt, Devon, Miller Exeter Pet Feb 20 Ord Feb 23
DIGBY, ALFRED WYATT, Liverpool st, Solicitor High Court Pet Jan 15 Ord Feb 23
DRABBLE, JAMES BETTS, Newark upon Trent, Commercial Traveller Nottingham Pet Feb 24 Ord Feb 24
DUFEN, JAMES, Landport, Tailor Portsmouth Pet Feb 9 Ord Feb 23
GERRARD, RICHARD, Worcester, late Farmer Worcester Pet Feb 23 Ord Feb 23
GRANTHAM, HENRY SERGEANT, East Greenwich, Grocer Greenwich Pet Feb 25 Ord Feb 25
HOUGHTON, LOUIS, Aston, Warwickshire, late Stationer Birmingham Pet Feb 24 Ord Feb 24
JONES, THOMAS, Canton, Cardiff, Grocer's Assistant Aberdare Pet Feb 23 Ord Feb 23
KENWORTHY, ANN, Oldham, late Grocer Oldham Pet Feb 24 Ord Feb 24
LANDROCK, JULIUS, Alfred pl, South Kensington, Furrier High Court Pet Feb 5 Ord Feb 25
LAXTON, GEORGE HOWARD, Coventry, Licensed Victualler Coventry Pet Feb 25 Ord Feb 25
LAWTON, JOHN ROBERT, Tintwistle, Cheshire Ashton under Lyne and Stalybridge Pet Feb 24 Ord Feb 24
LEWIS, EVAN, Pontardawe, Glam, Builder Neath Pet Feb 25 Ord Feb 25
MARSHALL, JONATHAN, Plymouth, General Dealer East Stonehouse Pet Feb 25 Ord Feb 25
MITCHELL, THOMAS, Bishopwearmouth, Sunderland, Bread Maker Sunderland Pet Feb 23 Ord Feb 23
PUGH, THOMAS LEWIS, Bolton, Provision Dealer Bolton Pet Feb 11 Ord Feb 23
RAY, MICHAEL, The Admiralty Office, Spring gardens, Clerk in the Civil Service High Court Pet Jan 14 Ord Feb 25
RAY, THOMAS ROBERT, Bootle, Provision Dealer Liverpool Pet Feb 4 Ord Feb 23
RICHARDSON, WILLIAM, West Chiltington, Sussex, Farmer Brighton Pet Feb 23 Ord Feb 23
RING, MAURICE, Aldersgate st, Wholesale Furrier High Court Pet Feb 5 Ord Feb 25
ROBERTS, CHARLES, Llanyblodwell, Salop, Blacksmith Wrexham Pet Feb 24 Ord Feb 24
SARL, WILLIAM, St. Johns, Kent, Dealer in Land Greenwich Pet Sept 24 Ord Oct 21
SLAUGHTER, WILLIAM BRAMWELL, North end rd, Fulham, Grocer and Cheesemonger High Court Pet Feb 20 Ord Feb 24
SLOAN, WILLIAM JAMES, Liverpool, Fruit Merchant Liverpool Pet Feb 12 Ord Feb 24
SMITH, JOHN, Grayshott rd, Lavender Hill, Boot Dealer High Court Pet Feb 25 Ord Feb 25
SMITH, WILLIE, Colne, Lancs, Manufacturer Burnley Pet Feb 25 Ord Feb 25
THOMPSON, JOHN ROBERT, South Shields, Steam Tug Owner Newcastle on Tyne Pet Feb 25 Ord Feb 25
WARD, RICHARD, Stockton on Tees, Blacksmith Stockton on Tees Pet Feb 24 Ord Feb 24
WASHINGTON, GEORGE, West Melton, Yorks, Miner Sheffield Pet Feb 23 Ord Feb 23
WHINCOP, PHILIP, New Clee, Grimsby, Fisherman Gt Grimsby Pet Feb 24 Ord Feb 24
WILDGOOSE, WILLIAM OSWALD, Buxton, Milk Dealer Stockport Pet Feb 10 Ord Feb 23
WISEMAN, ARTHUR, Burnley, Joiner Burnley Pet Feb 11 Ord Feb 23
WOTTON, EDWIN, Gracechurch st, Timber Merchant High Court Pet Feb 25 Ord Feb 25

The following amended notices are substituted for those published in the London Gazette of Feb. 20.

GILLETT, HENRY, Burford, Oxon, Hotel Keeper Oxford Pet Feb 4 Ord Feb 17
THACKTHWAITE, MARMADUKE ADOLPHUS, St Leonards on Sea, Tea Dealer Hastings Pet Feb 9 Ord Feb 18

NOTICE OF RESCISSION OF RECEIVING ORDER.

DUNANT, A F & Co, Cardiff, Colliery Agents Cardiff Rec Ord Jan 14 Resc Feb 17

FIRST MEETINGS.

ALLCHIN, HENRY, Northampton, Engineer March 7 at 12.15 County Court bldngs, Northampton
ANDRADE, BENJAMIN DA COSTA, Somerleyton rd, Brixton, Commercial Clerk March 10 at 12 33, Carey st, Lincoln's inn fields
AYERS, JOHN DERRICK, Old Jewry, Agent March 10 at 1 33, Carey st, Lincoln's inn fields
BENTHAM, GREENWOOD, Halifax, Innkeeper March 7 at 11 Off Rec, Halifax
BIRD, JONATHAN, Wimbledon, Surrey, Grocer March 6 at 11.30 24, Railway approach, London Bridge
DAVEY, ROBERT, Luppitt, Devon, Miller March 9 at 11 Off Rec, 13, Bedford circus, Exeter
DAWSON, WILLIAM, Barrow in Furness, Railway Contractor March 9 at 11 16, Cornwallis st, Barrow in Furness
DOVE, LIONEL, Chadwell Heath, Essex, Engineer March 10 at 11 33, Carey st, Lincoln's inn fields
DUFEN, JAMES, Landport, Tailor March 23 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
EMETT, GEORGE HENRY HAWKINS, Savile Town, Thornhill, Yorks, Engineer March 6 at 3 Off Rec, Bank chmbrs, Batley
FEARN, FRANCIS, Brassington, Derbyshire, Innkeeper March 6 at 2.30 Off Rec, St James's chmbrs, Derby
GRADWELL, WILLIAM, Barrow in Furness, Railway Contractor March 9 at 11.30 16, Cornwallis st, Barrow in Furness
HILL, THOMAS CHARLES, Gt Grimsby, Smackowner March 6 at 1.30 Off Rec, 3, Haven st, Gt Grimsby
JONES, BENJAMIN, Ynysybwl, Glam, Builder March 9 at 12 Off Rec, Merthyr Tydfil
KENWORTHY, ANN, Oldham, late Grocer March 6 at 10 Off Rec, Priory chmbrs, Union st, Oldham
KITSON, JOHN, Camden st, Camden Town, late Auctioneer March 11 at 2.30 33, Carey st, Lincoln's inn fields
KNIGHT, HENRY, East Molesey, Surrey, Fishmonger March 9 at 11.30 24, Railway approach, London Bridge
LABAUREN, JOHN, Cockermouth, Cumbs, Hosier March 9 at 3 Court House Cockermouth
LAXTON, GEORGE HOWARD, Coventry, Licensed Victualler March 10 at 12 Off Rec, 17, Hertford st, Coventry
LAWRENCE, JOHN WYNN, Vassal rd, Brixton, Painter March 11 at 12 33, Carey st, Lincoln's inn fields
LINDLEY, JOHN, and WILLIAM BATTY LINDLEY, Leeds, Joiners March 9 at 11 Off Rec, 22, Park row, Leeds
LINNELL, GEORGE, the younger, Market Deeping, Lincs, Engineer March 7 at 12.45 County Court bldngs, Northampton
MCCORMICK, JOSEPH, Tyldesley, Lancs, Plumber March 7 at 11 16, Wood st, Bolton
MILES, MARY JANE, Pentre, Glam, Grocer March 9 at 3 Off Rec, Merthyr Tydfil
MITCHELL, EDWARD BARKER, Dalton in Furness, Tinsmith March 7 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
PALMER, WILLIAM, Bruton, Somerset, Surveyor March 12 at 12.45 Off Rec, Salisbury
PATTERSON, JOHN ROWELL, Barrow in Furness, Farmer March 9 at 12 16, Cornwallis st, Barrow in Furness
PHILLIPS, ROBERT, Earlswood, Surrey, late Commission Agent March 6 at 12.30 24, Railway approach, London Bridge
PRIOR, SILAS, Wolverhampton, Rope Manufacturer March 12 at 11.30 Off Rec, Wolverhampton
PUGH, THOMAS LEWIS, Bolton, Provision Dealer March 9 at 3 16, Wood st, Bolton
RASELL, FREDERICK, Chichester, Builder March 10 at 12.30 Dolphin Hotel, Chichester
ROBBINS, W. MORGAN, Queen st, Cheapside, Consulting Engineer March 9 at 11 33, Carey st, Lincoln's inn fields
ROOTHAM, GEORGE ROBERT, Leamington, Warwickshire, Grocer March 6 at 11 Off Rec, 17, Hertford st, Coventry
SAINT AUBYN, ARISTIDE FRANCIS, Colchester, Professor of Languages March 7 at 11.15 Town hall, Colchester
SHARP, FREDERICK GEORGE, Selsey, Sussex, Farmer March 10 at 11.30 Dolphin Hotel, Chichester
TATE, HENRY, Brigg, Lincs, Temperance Hotel Keeper March 6 at 1 Off Rec, 3, Haven st, Great Grimsby
WALKLATE, JOHN THOMAS, Bristol, Homœopathic Chemist March 11 at 12 Off Rec, Bank chmbrs, Bristol
WARBHAM, EDWARD, and JOSEPH HARGREAVES, Daubhill, Bolton, Cotton Cloth Manufacturers March 6 at 11 16, Wood st, Bolton
WASHINGTON, GEORGE, West Melton, Yorks, Miner March 9 at 3 Off Rec, Figtree lane, Sheffield
WHITE, JAMES, Nottingham, Butcher March 6 at 12 Off Rec, St Peters Church Walk, Nottingham
WILSON, JOSEPH PHILIP, and EDWIN WILSON, Bradford Builders March 11 at 11 Off Rec, 31, Manor row, Bradford

ADJUDICATIONS.

ALLEN, ROBERT, Boston, Lincs, Draper Boston Pet Feb 24 Ord Feb 24
BINNIAN, THOMAS WILLIAMS, Kidderminster Builder Kidderminster Pet Feb 24 Ord Feb 24
BURKINSHAW, CHARLES H, late of Leeds, formerly Money Lender High Court Pet Jan 2 Ord Feb 23
CASSELL, FREDERICK, Plough Bridge, Rotherhithe, Asphalte Manufacturer High Court Pet Feb 23 Ord Feb 23
DAVEY, ROBERT, Luppitt, Devon, Miller Exeter Pet Feb 20 Ord Feb 23
DAVIES, ARTHUR GEORGE, and JAMES LAMBERT BURGESS, Penarth, Glam, Grocers Cardiff Pet Jan 30 Ord Feb 25
DICK, DANIEL, Liverpool, Tailor Liverpool Pet Feb 4 Ord Feb 24

DRABBLE, JAMES BETTS, Newark upon Trent, Commercial Traveller Nottingham Pet Feb 24 Ord Feb 24
FINN, FREDERICK, Littlehampton, Sussex, Timber Merchant Brighton Pet Feb 7 Ord Feb 25
FRANKLIN, SIDNEY HIDE, Kinghorn st, Clothfair, Eating house Keeper High Court Pet Feb 20 Ord Feb 23
FREEMAN, F G G, The Pavement, Mill lane, West Hampstead, Builder High Court Pet Sept 26 Ord Feb 24
GERRARD, RICHARD, Worcester, late Farmer Worcester Pet Feb 23 Ord Feb 23
HASKOLL, MARIA JANE, Salisbury, Lodging house Keeper Salisbury Pet Feb 10 Ord Feb 24
HAWTHORNE, GRACE, late Colebrook row, Islington, Actress, Spinster High Court Ord Feb 23 Rec Ord under Bankruptcy Act, 1883, s 103
HORSMAN, JOHN, Burcott, Bierton, Bucks, Wheelwright Aylesbury Pet Feb 18 Ord Feb 23
HOUGHTON, LOUIS, Aston, Warwickshire, late Stationer Birmingham Pet Feb 24 Ord Feb 25
JONES, THOMAS, Canton, Cardiff, Grocer's Assistant Aberdare Pet Feb 23 Ord Feb 23
KITSON, JOHN, Camden st, Camden Town, late Auctioneer High Court Pet Feb 21 Ord Feb 25
LEWINS, CHARLES HENRY, Temple chmbrs High Court Pet Jan 9 Ord Feb 25
LEWIS, EVANS, Pontardawe, Glam, Builder Neath Pet Feb 25 Ord Feb 25
MCCORMICK, JOSEPH, Tyldesley, Lancs, Plumber Bolton Pet Feb 21 Ord Feb 21
MITCHELL, THOMAS, Bishopwearmouth, Sunderland, Bread Maker Sunderland Pet Feb 23 Ord Feb 24
POPE, THOMAS, New Swindon, Wilts, Draper Swindon Pet Jan 30 Ord Feb 24
PUGH, THOMAS LEWIS, Bolton, Provision Dealer Bolton Pet Feb 10 Ord Feb 24
RAY, THOMAS ROBERT, Bootle, Provision Dealer Liverpool Pet Jan 31 Ord Feb 23
RICHARDSON, WILLIAM, West Chiltington, Sussex, Farmer Brighton Pet Feb 23 Ord Feb 23
ROBERTS, CHARLES, Llanyblodwell, Salop, Blacksmith Wrexham Pet Feb 24 Ord Feb 24
SMITH, JOHN, Grayshott rd, Lavender Hill, Boot Dealer High Court Pet Feb 25 Ord Feb 25
THACKTHWAITE, MARMADUKE ADOLPHUS, St Leonards on Sea, Tea Dealer Hastings Pet Feb 7 Ord Feb 21
THOMPSON, JOHN ROBERT, South Shields, Steam Tug Owner Newcastle on Tyne Pet Feb 25 Ord Feb 25
THURNAM, FRANCIS WYATT, South grove, Highgate, Surgeon High Court Pet Feb 2 Ord Feb 19
WARD, RICHARD, Stockton on Tees, Blacksmith Stockton on Tees Pet Feb 24 Ord Feb 24
WASHINGTON, GEORGE, West Melton, Yorks, Miner Sheffield Pet Feb 23 Ord Feb 23
WESTACOTT, JOHN, Appledore, Devon, Shipbuilder Barnstaple Pet Feb 12 Ord Feb 24
WHINCOP, PHILIP, New Clee, Grimsby, Fisherman Gt Grimsby Pet Feb 24 Ord Feb 24
WILLIAMS, C R, Lupus st, Pimlico, Gent High Court Pet Nov 19 Ord Feb 25

The following amended notice is substituted for that published in the London Gazette, Feb. 17.

JONES, ELIZABETH, Stoney Stratford, Bucks, Dressmaker Northampton Pet Feb 13 Ord Feb 13

London Gazette—TUESDAY, March 3.

RECEIVING ORDERS.

AKED, ADAM, Cleckheaton, Yorks, Leather Merchant's Manager Bradford Pet Feb 25 Ord Feb 25
ALLDEN, WILLIAM, Aldershot, Hay Salesman Guildford and Godalming Pet Feb 27 Ord Feb 27
ASTELL, WILLIAM, Beckenham, Kent, Builder Croydon Pet Feb 10 Ord Feb 24
DEAN, SAMUEL, Manchester, Milk Dealer Manchester Pet Feb 27 Ord Feb 27
EDWARDS, HENRY JOHN, Charlton, Kent, Grocer Greenwich Pet Feb 27 Ord Feb 27
EDWARDS, JOHN, Newtown, Montgomery, Grocer Newtown Pet Feb 27 Ord Feb 27
FIDDIAN, HENRY, and HENRY SQUIRES, Birmingham, Iron Merchants Birmingham Pet Feb 6 Ord Feb 26
FIELD, JOHN LYON, Parkstone, Dorset, of no occupation Poole Pet Feb 27 Ord Feb 27
FOWLER, JOSEPH, late Frederick st, St John's Wood High Court Pet Jan 20 Ord Feb 27
GOVER, CHARLES, Redland, Bristol, Livery Stable Keeper Bristol Pet Feb 26 Ord Feb 29
GUDGEON, HENRY J O, Lime st, Ship Broker High Court Pet Jan 3 Ord Feb 26
HAMBRIDGE, WILLIAM JAMES, Yeovil, Coal Merchant Yeovil Pet Feb 26 Ord Feb 26
HARTLEY, ROBERT, Idle, Yorks, Slater Bradford Pet Feb 27 Ord Feb 27
HOLCROFT, GEORGE, Tyddyngwladis, Trawsfynydd, Merioneth, retired Engineer Portmadoc and Blaenau Festiniog Pet Jan 24 Ord Feb 27
HUGHES, JOHN, Aldershot, Builder Guildford and Godalming Pet Feb 27 Ord Feb 27
JACOBS, ARTHUR WILLIAM, Shanklin, I W, Greengrocer Newport and Ryde Pet Feb 28 Ord Feb 28
JOHNSON, MARTIN JAMES, Darlington, Labourer Stockton on Tees and Middlesborough Pet Feb 26 Ord Feb 26
LITTLE, JOHN, Carlisle, Innkeeper Carlisle Pet Feb 28 Ord Feb 28
LOYDALL, SUSAN MARY, Long Lawford, nr Rugby, Farmer Coventry Pet Feb 28 Ord Feb 28
MARTIN, H M, Warnford court, Throgmorton st, Agent High Court Pet Feb 9 Ord Feb 27
MURGATROYD, JOSEPH HORNE, Shipley, Yorks, Grocer Bradford Pet Feb 28 Ord Feb 28
NEALE, HENRY, Birmingham, late Whip Manufacturer Birmingham Pet Feb 27 Ord Feb 27
OAKEY, WALTER WILLIAM, Nottingham, Hosiery Manufacturer Nottingham Pet Feb 26 Ord Feb 26
PERKINS, JOSEPH THOMAS, Birmingham, Baker Birmingham Pet Feb 21 Ord Feb 26
REES, WILLIAM HARRIES, Haverfordwest, Chemist Pembroke Dock Pet Feb 26 Ord Feb 26
ROBY, JAMES, Wigan, late Contractor Wigan Pet Feb 26 Ord Feb 26
ROSE, WALTER, Northallerton, Yorks, General Dealer Northallerton Pet Feb 27 Ord Feb 27
RUSSELL, JOHN, Hastings, Range Maker Hastings Pet Feb 26 Ord Feb 26
SALE, ARTHUR WILLIAM, Northampton, Corn Dealer Northampton Pet Jan 23 Ord Feb 28
SPEAR, JAMES, Abbotts Roothing, Essex, Farmer Chelmsford Pet Feb 27 Ord Feb 27
TATEN, HENRY, Harold terrace, Hermitage rd, Finsbury Park, Clerk in G. P. O. High Court Pet Feb 28 Ord Feb 28
WHITE, WILLIAM, Odd Rode, Cheshire, Thrashing Machine Proprietor Macclesfield Pet Feb 27 Ord Feb 27
WILLIAMS, W., Cannon-st, Timber Merchant High Court Pet Jan 2 Ord Feb 26

The following amended notice is substituted for that published in the London Gazette of Feb. 20.

WAREHAM, EDWARD, and JOSEPH HARGREAVES, Daubhill, Bolton, Cotton Cloth Manufacturers Bolton Pet Feb 1 Ord Feb 18

FIRST MEETINGS.

AKED, ADAM, Cleckheaton, Yorks, Leather Merchant's Manager March 11 at 12 Off Rec, 31, Manor row, Bedford
ALLEN, ROBERT, Boston, Lincs, Draper March 10 at 12.30 Off Rec, 48, High st, Boston
ASHBURY, CHARLES, Aston juxta Birmingham, Lamp Manufacturer March 13 at 12 25, Colmore row, Birmingham
BAMBER, ELIZABETH BOLT, Preston, Fruiterer March 10 at 3 Off Rec, 14, Chapel st, Preston
BEST, WILLIAM ROBERT, the younger, Carlisle mansions, Victoria st, Manager to a Fish Salesman March 13 at 2.30 33, Carey st, Lincoln's inn fields
BURTT, CHARLES HENRY, Alpine rd, South Bermondsey, Greengrocer March 13 at 12 33, Carey st, Lincoln's inn fields
DANZIGER, D. DARCY, Copthall avenue, Financial Agent March 13 at 11 33, Carey st, Lincoln's inn fields
DOWDESWELL, CHARLES JAMES, Orpingley rd, Hornsey rd, Steam Sawmill Proprietor March 13 at 2.30 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
DRABBLE, JAMES BETTS, Newark upon Trent, Commercial Traveller March 10 at 11 Off Rec, St Peter's Church walk, Nottingham
ELPHINSTONE, Sir HOWARD, Bart, St Alban's pl, Charles st, March 17 at 12 33, Carey st, Lincoln's inn fields
FRANKLIN, RACHEL, Lupton st, Tufnell pk, late Tobacconist March 11 at 1 33, Carey st, Lincoln's inn
FRANKLIN, SIDNEY HIDE, Kinghorn st, Cloth Fair, Eating house keeper March 13 at 1 33, Carey st, Lincoln's inn
GERRARD, RICHARD, Worcester, late Farmer March 16 at 10.30 Off Rec, Worcester
GILLETT, HENRY, Burford, Oxon, Hotel Keeper March 11 at 11.30 1, St Aldate's, Oxford
GRIFFIN, WILLIAM, Torquay, Hotel Proprietor March 12 at 11 Castle of Exeter, Exeter
GROOM, STEPHEN, jun, Bedford, Draper's Assistant March 16 at 2.30 Off Rec, 1a, St Paul's sq, Bedford
HAMBRIDGE, WILLIAM JAMES, Yeovil, Coal Merchant March 12 at 3 Off Rec, Salisbury
HASLER, ARTHUR RICHARD FELTON, Chichester, of no occupation March 11 at 12 Bankruptcy bldgs, Lincoln's inn
HEWITT, WILLIAM, Balls Pond rd, Islington, Cycle Manufacturer March 11 at 2.30 Bankruptcy bldgs, Lincoln's inn
HOLMES, WALTER, Norwich, Shoemaker March 14 at 11 Off Rec, 8 King st, Norwich
HORSMAN, JOHN, Burcott, Bierton, Bucks, Wheelwright March 10 at 11.30 1, St Aldate's, Oxford
JENKINS, LEWIS, Hafod, Glam, Licensed Victualler March 11 at 12 Off Rec, Merthyr Tydfil
JONES, THOMAS, Canton, Cardiff, Grocer's Assistant March 11 at 3 Off Rec, Merthyr Tydfil
LAWTON, JOHN ROBERT, Tintwistle, Cheshire March 19 at 12.15 Town hall, Ashton under Lyne
MADDISON, JOHN, Bardney, Lincs, Innkeeper March 12 at 12.30 Off Rec, 31, Silver st, Lincoln
MARSHALL, JONATHAN, Plymouth, General Dealer March 13 at 3 10, Athenæum terce, Plymouth
NEIGHBOUR, CHARLES, Banbury, Oxon, Coal Merchant March 13 at 10 County Court Office, Banbury
PRITCHARD, RICHARD, Lozells, Aston juxta Birmingham, Builder March 11 at 11 25, Colmore row, Birmingham
ROBERTS, CHARLES, Llanyblodwell, Salop, Blacksmith March 10 at 11.15 Priory, Wrexham
ROBY, JAMES, Wigan, late Contractor March 12 at 11 Court House, Wigan
SMITH, WILLIE, Colne, Lancs, Manufacturer March 11 at 3 Exchange Hotel, Nicholas st, Burnley
STAMPER, WILLERTON, and BENNIWORTH STAMPER, Louth, Lincs, Aerated Water Manufacturers March 11 at 11.30 Off Rec, 3, Haven st, Gt Grimsby
STEPHENSON, CLAMP, & Co, Kingston upon Hull, Merchants March 10 at 11 Off Rec, Trinity House lane, Hull
TALLENTS, HENRY, Retford, Notts, Plumber March 12 at 12.30 Off Rec, 31, Silver st, Lincoln
TEMPLE, WILLIAM GEORGE, Denmark Hill, Licensed Victualler March 12 at 2.30 33, Carey st, Lincoln's inn fields
THOMAS, WILLIAM, Hollingsworth st, St James's rd, Holloway, Cowkeeper March 12 at 11 33, Carey st, Lincoln's inn fields
THOMPSON, JOHN ROBERT, South Shields, Steam Tug Owner March 12 at 2.30 Off Rec, Pink lane, Newcastle upon Tyne
WARREN, FREDERICK, Rochford, Essex, Butcher March 11 at 1.15 Shirehall, Chelmsford
WHINCOP, PHILIP, New Clee, Grimsby, Fisherman March 11 at 11 Off Rec, 3, Haven st, Gt Grimsby
WHITE, WILLIAM, Odd Rode, Cheshire, Thrashing Machine Proprietor March 13 at 11 Off Rec, 23, King Edward st, Macclesfield
WILDGOOSE, WILLIAM OSWALD, Buxton, Milk Dealer March 12 at 3.30 Off Rec, County chmbrs, Market pl, Stockport
WINNALL, LESLIE WATT, and WILLIAM HOWARD WINNALL, Bromley st, Stepney, Electrical Engineers March 11 at 11 33, Carey st, Lincoln's inn fields
WISEMAN, ARTHUR, Burnley, Joiner March 11 at 3.45 Exchange Hotel, Nicholas st, Burnley
WRIGHT, ARTHUR HENRY, Birmingham, Beer Retailer March 12 at 11 25, Colmore row, Birmingham

ADJUDICATIONS.

AKED, ADAM, Cleckheaton, Leather Merchant's Manager Bradford Pet Feb 25 Ord Feb 25
BENTLEY, JOSEPH, Leicester, late Grocer Leicester Pet Feb 10 Ord Feb 26
BEST, WILLIAM ROBERT, jun, Carlisle mansions, Victoria st, Manager to a Fish Salesman High Court Pet Jan 3 Ord Feb 27
BIDDLE, THOMAS WALTER HARRISON, and WILLIAM SPRECKLEY, Leicester, Hosiery Manufacturers Leicester Pet Jan 26 Ord Feb 20
BOYDE, GEORGE MARTIN, Reading, Wheelwright Reading Pet Feb 20 Ord Feb 28
BROWN, THOMAS, Leicester, Bricklayer Leicester Pet Feb 3 Ord Feb 10
CLAMP, CHARLES JAMES, Kingston upon Hull, Merchant Kingston upon Hull Pet Feb 6 Ord Feb 26
DEAN, SAMUEL, Manchester, Milk Dealer Manchester Pet Feb 27 Ord Feb 27
ELLMORE, WILLIAM TATTON, New Humberstone, Leicester, Gent Leicester Pet Feb 5 Ord Feb 23
FRANKLIN, RACHEL, Lupton st, Tufnell pk, late Tobacconist High Court Pet Jan 23 Ord Feb 25
GOODALL, MICHAEL FREDERICK, Leicester, Grocer Leicester Pet Feb 7 Ord Feb 23
GROOM, STEPHEN, jun, Bedford, Draper's Assistant Bedford Pet Feb 14 Ord Feb 25
HANNAH, H. S., Gracechurch st, Knife Polish Manufacturer High Court Pet Nov 27 Ord Feb 27
HARTLEY, ROBERT, Idle, Yorks, Slater Bradford Pet Feb 27 Ord Feb 27
JENNINGS, WILLIAM, Knighton, Leics, recently Grocer Leicester Pet Feb 6 Ord Feb 10
JOHNSON, MARTIN JAMES, Darlington, Labourer Stockton on Tees and Middlesborough Pet Feb 25 Ord Feb 27
KENWORTHY, ANN, Oldham, late Grocer Oldham Pet Feb 24 Ord Feb 24
LAWTON, JOHN ROBERT, Tintwistle, Cheshire, Ashton under Lyne and Stalybridge Pet Feb 24 Ord Feb 27
LITTLE, JOHN, Carlisle, Innkeeper Carlisle Pet Feb 28 Ord Feb 28
LOYDALL, SUSAN MARY, Long Lawford, nr Rugby, Farmer Coventry Pet Feb 28 Ord Feb 28
MARSHALL, JONATHAN, Plymouth, General Dealer East Stonehouse Pet Feb 24 Ord Feb 28
MARTIN, WILLIAM HATCH, Bratton Clovelly, Devon, Farmer East Stonehouse Pet Jan 13 Ord Feb 26
MURGATROYD, JOSEPH HORNE, Shipley, Yorks, Grocer Bradford Pet Feb 28 Ord Feb 28
NEALE, HENRY, Birmingham, Whip Manufacturer Birmingham Pet Feb 27 Ord Feb 28
NOBLE, CHARLES EDWIN, New Barnet, Herts, Builder Barnet Pet Feb 12 Ord Feb 25
OAKEY, WALTER WILLIAM, Nottingham, Hosiery Manufacturer Nottingham Pet Feb 26 Ord Feb 26
PERKINS, JOSEPH THOMAS, Birmingham, Baker Birmingham Pet Feb 21 Ord Feb 27
PHILLIPS, LEWIS HENRY, Newgate st, Furrier High Court Pet Jan 22 Ord Feb 27
PINDAR, WALTER, Gt Grimsby, Timber Merchant Gt Grimsby Pet Jan 24 Ord Feb 27
REES, WILLIAM HARRIES, Haverfordwest, Chemist Pembroke Dock Pet Feb 26 Ord Feb 26
ROBY, JAMES, Wigan, late Contractor Wigan Pet Feb 26 Ord Feb 26
ROOTHAM, GEORGE ROBERT, Leamington, Grocer Warwick Pet Feb 18 Ord Feb 27
ROSE, WALTER, Northallerton, Yorks, General Dealer Northallerton Pet Feb 27 Ord Feb 27
SLAUGHTER, WILLIAM BRAMWELL, North End rd, Fulham, Grocer High Court Pet Feb 20 Ord Feb 27
SOARS, EDWARD, Countesthorpe, Leics, Framework Knitter Leicester Pet Feb 7 Ord Feb 20
SPEAR, JAMES, Abbotts Roothing, Essex, Farmer Chelmsford Pet Feb 27 Ord Feb 27
WHITE, WILLIAM, Odd Rode, Cheshire, Thrashing Machine Proprietor Macclesfield Pet Feb 22 Ord Feb 27
WHITEING, GEORGE LAWRENCE, Great Grimsby, Timber Merchant Great Grimsby Pet Feb 10 Ord Feb 25
WISEMAN, ARTHUR, Burnley, Joiner Burnley Pet Feb 11 Ord Feb 28
WOOD, WILLIAM JONATHAN, Sewstern, Leics, Blacksmith Leicester Pet Feb 16 Ord Feb 26
WOODCOCK, GEORGE WELLS, Walmer, Kent, Grocer Canterbury Pet Feb 14 Ord Feb 27

The following amended notice is substituted for that published in the London Gazette, Feb. 20.

SNOOK, HARRY, Southsea, Costumier Portsmouth Pet Feb 14 Ord Feb 14

ADJUDICATIONS ANNULLED.

GRAHAM, WALTER, Air st, Architect High Court Adjud Nov 21, 1890 Annul Feb 27
MACDONALD, JAMES, Fifth avenue, Harrow rd, Commercial Clerk High Court Adjud June 16, 1888 Annul Feb 2

SALE OF ENSUING WEEK.

March 9.—Messrs. E. E. CROUCHER & Co., at the Mart, E.C., at 1 o'clock. Leasehold Properties (see advertisement, Feb. 21, p. 286).